

**SIGNATURE DOCUMENT FOR  
THE HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT NO. 529-16-0132-00002  
UNDER THE  
HEALTHY TEXAS WOMEN'S GRANT PROGRAM**

**I. PURPOSE**

The **Health and Human Services Commission** ("System Agency") an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Blvd., Austin, TX 78751 and **IBN Sina Foundation** ("Grantee" or "Contractor"), having its principal office at 11226 S. Wilcrest Dr., Houston, TX 77099 (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Healthy Texas Women's Program ("Contract").

**II. LEGAL AUTHORITY**

This Contract is authorized by and in compliance with the provisions of with the provisions of Chapter 531 of the Texas Government Code and Title 1 of the Texas Administrative Code, Part 15, Chapter 382, Subchapter A, §§382.1-382.29.

**III. CONTRACT PERIOD**

The Contract will be effective on July 1, 2016, or upon the signature date of the latter of the Parties to sign the Contract, whichever occurs later. The Contract shall terminate on August 31, 2017, unless it is renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency reserves the option to renew the Contract for up to two additional two-year terms.

**IV. STATEMENT OF SERVICES TO BE PROVIDED**

The services to be performed under this Contract are described in: (1) the Healthy Texas Women Open Enrollment Solicitation, which is attached hereto as ATTACHMENT A and incorporated herein by this reference; (2) Contractor's revised Program Forms and revised Budget Documents; which are attached hereto as ATTACHMENTS B and C, respectively, and incorporated herein by this reference; and (3) the Contractor's Open Enrollment Application, which is attached hereto as ATTACHMENT D and incorporated herein by this reference.

In the event of a conflict, the order of precedence for these documents is as follows:

- Attachment A -- Healthy Texas Women Open Enrollment Solicitation
- Attachment B -- Contractor's revised Program Forms
- Attachment C -- Contractor's revised Budget Documents
- Attachment D -- Contractor's Open Enrollment Application

Contractor shall provide Healthy Texas Women Program services to 2,050 Unduplicated Clients during the term of this Contract.

**V. NOT-TO-EXCEED AMOUNT AND COST REIMBURSEMENT PROCESS**

The total amount of this Contract shall not exceed \$296,370 for the cost reimbursement portion of the Healthy Texas Women Program as described in the revised budget documents contained in ATTACHMENT C, which is attached hereto and incorporated herein by this reference. All expenditures under the Contract must be in accordance with Attachment C. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of this Contract, the System Agency may terminate this Contract without penalty.

This Contract will be paid on a cost reimbursement basis as described in Section 2.7 of the Healthy Texas Women Open Enrollment, ATTACHMENT A.

**VI. CONTRACT REPRESENTATIVES.**

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

**System Agency**

Health and Human Services Commission -- Women's Health Services  
Address: 1100 W. 49<sup>th</sup> Street  
Austin, TX 78756  
Attention: Camille Laosebikan  
Email: [Camille.Laosebikan@hhsc.state.tx.us](mailto:Camille.Laosebikan@hhsc.state.tx.us)  
Phone: (512)776-3561

**Grantee**

IBN Sina Foundation  
Address: 11226 S. Wilcrest Dr.  
Houston, TX 77099  
Attention: Nacem Ahmed  
Email: [na@ibnsinafoundation.org](mailto:na@ibnsinafoundation.org)  
Phone: (281)977-7471

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## **VII. LEGAL NOTICES**

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

### **System Agency**

Health and Human Services Commission  
4900 North Lamar Blvd.  
Austin, TX 78751  
Attention: HHSC Chief Counsel – Karen Ray

### **Grantee**

Ibn Sina Foundation  
11226 South Wilcrest Dr.  
Houston, Texas 77099  
Naeem Ahmen, Executive Officer

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

## **VII. DISPUTE RESOLUTION**

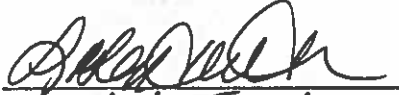
If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

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#### VIII. EXECUTION OF CONTRACT

The Parties have executed this Contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

##### SYSTEM AGENCY



Name: Lesley French  
Title: Associate Commissioner  
Date of execution: Aug. 16, 2016

##### GRANTEE



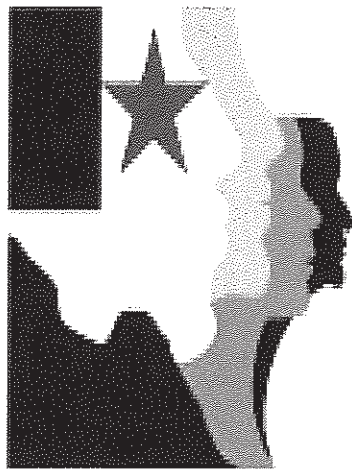
Name: NAEEM AHMED  
Title: EXECUTIVE OFFICER  
Date of execution: AUGUST 04, 2016

THE FOLLOWING ATTACHMENTS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:

ATTACHMENT A – HEALTHY TEXAS WOMEN OPEN ENROLLMENT SOLICITATION  
ATTACHMENT B – CONTRACTOR'S REVISED PROGRAM FORMS  
ATTACHMENT C – CONTRACTOR'S REVISED BUDGET DOCUMENTS  
ATTACHMENT D – CONTRACTOR'S OPEN ENROLLMENT APPLICATION  
ATTACHMENT E – UNIFORM TERMS AND CONDITIONS  
ATTACHMENT F – SPECIAL CONDITIONS  
ATTACHMENT G – GENERAL AFFIRMATIONS  
ATTACHMENT H – FEDERAL ASSURANCES AND CERTIFICATIONS  
ATTACHMENT I – DATA USE AGREEMENT

**Attachment A – Healthy Texas Women  
Open Enrollment  
Solicitation**





# TEXAS

## Health and Human Services Commission

**Chris Traylor, Executive Commissioner**

**Open Enrollment  
For  
Healthy Texas Women**

**Enrollment Number: 529-16-0132**

**Enrollment Period Opens: May 27, 2016**

**Enrollment Period Closes: July 12, 2016**

**NIGP Class/Item Code:**

- 924-16:** Laboratory Testing Services
- 918-88:** Quality Assurance Services
- 948-47:** Care Center Services, Health
- 948-48:** Drug Monitoring Services, International; Ethics & Code of conduct,  
Medical, Euthanasia; Faith Healers
- 948-55:** Laboratory Services; Non-Physician
- 948-74:** Physician Professional Services
- 952-42:** Family Planning
- 952-62:** Mental Health Services
- 952-88:** Teen Pregnancy Services

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## 1. GENERAL INFORMATION

### 1.1. Project Scope

On July 1, 2016, HHSC will consolidate the Texas Women's Health Program (TWHP) and the Expanded Primary Healthcare Program (EPHC) into the new Healthy Texas Women Program (HTW Program). The HTW Program includes both a fee-for-service component (HTW Fee-for-Service Program) and a cost reimbursement component.

In this open enrollment, the State of Texas, by and through the Texas Health and Human Services Commission (HHSC), seeks qualified entities that provide, or will provide, services through the HTW Fee-for-Service Program to enter into cost reimbursement contracts to conduct additional activities that will enhance the clinical outcomes for clients seen through the HTW Fee-for-Service Program.

NOTE: A client will have an HTW identification card.

### 1.2. Point of Contact

The Health and Human Services Commission (HHSC) Point of Contact for inquiries concerning this open enrollment until the completion of the initial application screening is:

Procurement Project Manager:	<b>Lizet Alaniz, CTPM</b>
Address:	Health and Human Services Commission 4405 North Lamar Blvd Bldg. 1, MC-2020 Austin, Texas 78756
Phone:	<b>(512) 406-406-2423</b>
Fax:	<b>(512) 406-406-2695</b>
Email Address:	<b><a href="mailto:lizet.alaniz@hhsc.state.tx.us">lizet.alaniz@hhsc.state.tx.us</a></b>

Applicant must direct all procurement communications relating to this open enrollment to the HHSC Point of Contact named above unless specifically instructed to an alternate Contact by HHSC Procurement and Contracting Services (PCS).

An alternate contact will be provided to Applicants by email upon completion of the initial screening conducted by the PCS Procurement Manager.

### 1.3. Procurement Schedule

All dates are subject to change at HHSC's discretion. Applications must be received by the HHSC Point of Contact identified in subsection 1.2. by the enrollment closing period provided in the Procurement Schedule below. Late applications will be deemed non-responsive and will not be considered.

Procurement Schedule	
Open Enrollment Period Opens	05/27/16
Open Enrollment Period Closes	5:00 PM CST

Procurement Schedule	
	07/12/2016
HUB Vendor Teleconference	9:00 AM CST 06/02/16
HHSC Post Awards to <u>Electronic State Business Daily</u> (ESBD)	As contracts are executed
Anticipated Contract Start Date	7/1/16

## 1.4. Background

- **Overview of the Health and Human Services Commission (HHSC)**

Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531 and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Chris Traylor, Executive Commissioner of Health and Human Services.

As a result of the consolidation pursuant to the 78th Texas Legislature, Regular Session (2003), House Bill 2292, some of the contracting and procurement activities for the HHS Agencies have been assigned to the Procurement and Contracting Services (PCS) Division of HHSC. As such, PCS will administer the initial stages of the procurement process, including enrollment announcement and publication, handling of communications from the applicant, as well as managing the receipt and handling of valid applications.

- **Project Overview**

In December 2014, the Sunset Commission issued the recommendation that HHSC consolidate the women's health care programs in order to improve service and efficiency for clients and providers. This included the recommendation to consolidate the existing Texas Women's Health Program (TWHP) at HHSC and the Expanded Primary Health Care (EPHC) Program at DSHS into one program and division at HHSC. On July 1, 2016, HHSC will consolidate the TWHP and EPHC into the Healthy Texas Women (HTW) Program. The HTW Program is comprised of two components, one that is within the scope of this open enrollment and one that is not.

The first component is the HTW Fee-for-Service Program, **which is not within the scope of this open enrollment.** The HTW Fee-for-Service Program is patterned after the current Texas Women's Health Program. As such, any qualified Medicaid provider in Texas, who has completed the TWHP/HTW certification process, may be reimbursed for services in accordance with the "Healthy Texas Women Program Reimbursable Procedure Codes", which are contained in Appendix A for informational purposes only. In the HTW Fee-for-Service Program, client eligibility is determined by HHSC and fee-for-service claims will be processed by the Texas Medicaid Healthcare Partnership.

Services in the HTW Fee-for-Service Program will be preventive health, medical, counseling, and educational services that assist low-income Texan women to manage their fertility and achieve optimal reproductive and general health and include, but are not limited to, the following services: pelvic examinations, contraceptive services (pregnancy prevention and birth spacing), pregnancy testing and counseling, sexually transmitted infection services, breast and cervical cancer screenings and diagnostic services, immunizations, cervical dysplasia treatment, and other preventive services.

The second component of the HTW Program, **which is within the scope of this open enrollment**, is the cost reimbursement component, which is discussed further in Section 2 of this open enrollment. The services provided under the cost reimbursement component of the HTW Program do not include direct client care services provided through the HTW Fee-for-Service Program; however, the services being procured in this open enrollment are directly related, and limited, to the clients served through the HTW Fee-for-Service Program and women that are deemed presumptively eligible for the HTW Fee-for-Service Program.

The women eligible to participate in the HTW Fee-for-Service Program include women who are:

- Age 15 ≤ 44;
- At or below 200% of the Federal Poverty Level (FPL);
- U.S. citizens/legal immigrants; and
- Not Pregnant.

Eligibility determinations are made through the Texas Integrated Eligibility Redesign System (TIERS).

## 1.5. Eligible Applicants

To be eligible to apply for a contract and receive an award through this open enrollment, Applicants must be:

- free to participate in state contracts and not be debarred by the Texas Comptroller of Public Accounts:  
[http://comptroller.texas.gov/procurement/prog/vendor\\_performance/debarred/](http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/)
- free to participate in federal contracts with the System of Award Management (SAM). Applicant is ineligible to apply for funds under this OE if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website:  
<https://www.sam.gov/portal/public/SAM;>
- determined to be "Active" by the Texas Comptroller of Public Accounts:  
[http://www.cpa.state.tx.us/taxinfo/coasintr.html;](http://www.cpa.state.tx.us/taxinfo/coasintr.html)
- located in Texas and have a Texas business address; and
- a current Texas Women's Health Program provider or be eligible to provide Texas Women's Health Program services or be an Applicant that:



- a. does not perform or Promote Elective Abortions;
- b. is not an Affiliate of an entity or individual that performs or Promotes Elective Abortions;
- c. meets these requirements throughout the procurement process and throughout the term of the awarded contract; and
- d. is a Medicaid provider in accordance with Title 1, Texas Administrative Code, Part 15, Chapter 352, or must have submitted a Texas Medicaid Provider Enrollment Application.

**NOTE:** To demonstrate eligibility to respond to this open enrollment, Applicant must include the Texas Provider Identifier (TPI) and the National Provider Identifier (NPI) for each clinic site that will provide HTW Program services on Form K-1. If a clinic site does not have a TPI or NPI, the Applicant must provide the date the Texas Medicaid Provider Enrollment Application was submitted on Form K-1. Applicants can learn more about the Texas Medicaid Provider Enrollment process by referring to the TMHP website.

## **1.6. Strategic Elements**

- **Contract Type and Term**

HHSC will award one or more contracts for the HTW cost reimbursement component of the HTW Program. The initial resulting contract term will be July 1, 2016 and will terminate on August 31, 2017. HHSC reserves the option to amend the term of the resulting contract for up to two additional two-year terms, or as necessary to complete the mission of the procurement.

- **Contract Elements**

The term “contract” means the contract awarded as a result of this open enrollment, which includes the signature document and all attachments thereto, HHSC’s Uniform Terms and Conditions Version 2.12 (UTCs), the HHSC Special Conditions, this open enrollment, and the successful Applicants’ respective proposals. The UTCs are contained in Appendix B and the HHSC Special Conditions are contained in Appendix C. Additionally, a contract resulting from this open enrollment will be subject to HHSC’s Data Use Agreement (DUA), which will be incorporated into the contract.

HHSC reserves the right to negotiate additional contract terms and conditions. Applicants are responsible for reviewing the UTCs and HHSC Special Conditions and noting any exceptions on the Applicant Information and Disclosures form.

## **1.7. External Factors**

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from the open enrollment is subject to the availability of state. As of the issuance of this open enrollment, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, HHSC

reserves the right to withdraw the open enrollment or terminate the resulting contract without penalty.

## **1.8. Legal and Regulatory Constraints**

### **1.8.1 Delegation of Authority**

State and federal laws generally limit HHSC's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

### **1.8.2 Conflicts of Interest**

A conflict of interest is a set of facts or circumstances in which either an Applicant or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in HHSC's determination, would actually or apparently conflict or interfere with the Applicant's contractual obligations to HHSC. A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to HHSC in a manner that is consistent with the best interests of the State of Texas;
- impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to HHSC; or
- provide the party with an unfair competitive advantage in future HHSC procurements.

Neither the Applicant nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, Applicants should carefully review the UTC's and HHSC Special Conditions for additional information concerning conflicts of interests.

An Applicant must certify that it does not have personal or business interests that present a conflict of interest with respect to the open enrollment and resulting contract (see Required Certifications Form). Additionally, if applicable, the Applicant must disclose all potential conflicts of interest. The Applicant must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained (see the Respondent Information and Disclosure Form). HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. **Failure to identify potential conflicts of interest may result in HHSC's disqualification of a proposal or termination of the contract.**

### **1.8.3 Former Employees of a State Agency**

Applicants must comply with Texas laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code [§572.054](#)). Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees’ official responsibility.

As a result of such laws and regulations, an Applicant must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Required Certifications form). Furthermore, an Applicant must disclose any relevant past state employment of the Applicant’s or its subcontractors’ employees and agents in the Respondent Information and Disclosure form.

### **1.8.4 Interpretive Conventions**

Whenever the terms “shall,” “must,” or “is required” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or requirement is mandatory.

Whenever the terms “can,” “may,” or “should” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement.

## **1.9. HHSC Amendments and Announcements Regarding this Open Enrollment**

HHSC will post all official communication regarding this open enrollment to the Electronic State Business Daily (ESBD). HHSC reserves the right to revise the open enrollment at any time. Any changes, amendments, or clarifications will be made in the form of written responses to Applicant questions, amendments, or addenda issued by HHSC on the ESBD. Applicants should check the website frequently for notice of matters affecting the open enrollment. To access the website, go to the [ESBD search](#) page and enter a search for this procurement.

## **1.10. Amendments and Announcements Regarding this Open Enrollment**

HHSC will post all official communication regarding this open enrollment on the [Electronic State Business Daily](#) (ESBD). HHSC reserves the right to revise the open enrollment at any time and to make unilateral amendments to correct grammar, organization and clerical errors. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted to the [ESBD](#). Applicant must check the [ESBD](#) frequently for changes and notices of matters affecting this open enrollment.



Applicant's failure to periodically check the ESBD will in no way release the Applicant from "addenda or additional information" resulting in additional costs to meet the requirements of the open enrollment.

All questions and comments regarding this open enrollment must be sent to the HHSC Point of Contact identified in subsection 1.2. Questions must reference the appropriate page and section number. HHSC's will post subsequent answers to questions to the ESBD as appropriate. HHSC reserves the right to amend answers prior to the open enrollment closing date.

Applicants should notify HHSC of any ambiguity, conflict, discrepancy, omission or other error in the open enrollment.

### **1.11. Delivery of Notices**

Any notice required or permitted under this announcement by one party to the other party must be in writing and correspond with the contact information noted in subsection 1.2. of this open enrollment. At all times, Applicant will maintain and monitor at least one active email address for the receipt of Application-related communications from HHSC. It is the Applicant's responsibility to monitor this email address for Application-related information.

**The remainder of this page is intentionally left blank.**

## **2. SCOPE OF WORK**

### **2.1. Project Scope**

Activities under contracts resulting from this open enrollment must be directly related to support services that enhance services provided by an Applicant to a client under the HTW Fee-for-Service Program. Support services include, but are not limited to:

- (1) Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- (2) Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- (3) Staff development and training related to HTW Fee-for-Service Program service delivery; and
- (4) Client and community-based educational activities related to the HTW Program.

Applicants must provide the following program components in the provision of its identified support services: (1) Program Administration and Management; (2) Quality Assurance/Quality Improvement; (3) Professional Development; (4) Recruitment; and (5) Long-Acting Reversible Contraception Usage. Applicants must complete the Work Plan required on Form I and describe how it intends to meet each element of the required program components:

**NOTE:** A client will have an HTW identification number.

#### **Program Component 1 - Program Administration and Management**

Applicants must:

- A. Identify the services it proposes to provide;
- B. Identify the Priority Population to be served;
- C. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- D. Include a copy of the Institutional Review Board's approval if the applicant is currently conducting research on individuals who receive services through any HHSC-funded programs; and
- E. Provide an organizational Chart;
- F. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- G. Describe how it will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the entirety of the contract term.

## **Program Component 2 - Quality Assurance/Quality Improvement**

Applicant must:

1. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
2. At a minimum, provide the following information:
  - a. Medical Director's involvement in the QA/QI activities;
  - b. Activities used to identify trends of needed improvement and the frequency of those activities;
  - c. Activities to ensure correction and follow-up to findings identified;
  - d. Use and frequency of client satisfaction surveys;
  - e. System used to identify, report, and monitor adverse outcomes; and
  - f. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

## **Program Component 3 - Professional Development**

Applicant must:

- A. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- B. Identify staff, including job titles that will attend HHSC required trainings.

**NOTE:** Contractor(s) may attend HHSC-required trainings in person or participate remotely. Trainings may include, but are not limited to, webinars, conference calls, and in person trainings.

## **Program Component 4 – Recruitment**

Applicant must describe how it will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

## **Program Component 5 - Long-Acting Reversible Contraception (LARC) Usage:**

Applicant must:

- A. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- B. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- C. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

For each Program Component, Applicant must propose on Form I at least one goal and corresponding objective to achieve the goal(s) including a description of the activities necessary to meet the goal. Additionally, Applicant must:

- a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period.
- b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
- c. Indicate the name or position of the person primarily responsible for ensuring the completion of each activity.
- d. Define the time frame for accomplishing each objective/activity.
- e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

## **2.2. Assessment Narrative**

Applicant must perform an assessment of the community and Priority Population Applicant intends to serve. Applicant must identify the data sources, e.g. Census Data, used in completing this assessment and the date(s) the assessment(s) was conducted.

Applicant must complete the Assessment Narrative contained in Form J and provide a description of the community that will be served by the Applicant's provision of support services in the HTW Program. Applicant's assessment must provide information describing the:

- A. Geographic boundaries of the community (urban or rural, physical environment);
- B. General demographic data (age, gender, ethnicity, etc.);
- C. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.);
- D. General description of community-wide health status (e.g., key morbidity/mortality statistics); and
- E. Priority Population for Applicant's project, including:
  - 1. Geographic service area (See Form B);

NOTE: For a county to be considered a part of a clinic's designated service area: (1) there must be a clinic located in the county; or (2) at least five percent (5%) of the clinic population served in the previous 12-month period must have resided in the county.

2. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
  3. Priority Population health status (including population data related to health indicators, behavioral data, associated risk factors, and community opinion data); and
  4. Current population served (characteristics, population data, numbers of individuals currently served, types and numbers of services provided).
- F. Applicant must identify gaps in resources and potential barriers to improving health status in the community and how Applicant's support services will address these issues.

### **2.3. Clinic Site Readiness**

Applicant must complete a Clinic Site Readiness (Form K) assessment for each clinic site that will provide HTW support services funded through this open enrollment.

The Clinic Site Readiness Assessment must address the following:

- A. Appropriate signage;
- B. Space for clinical and administrative functions;
- C. Secure storage of records and medical supplies;
- D. Disposal of medical waste;
- E. CLIA certification;
- F. Accessibility;
- G. Emergency policies;
- H. Interpreter policies;
- I. Compliance with ADA; and
- J. Financial management systems.

Applicant must also provide the requisite "Clinic Site Information" and "Clinic Hours and Services" information contained on Form K-1 for each clinic that will provide HTW services funded through this open enrollment.



## **2.4. Staff Development Plan**

Applicant must conduct staff development activities to ensure staff has the knowledge, skills and abilities to provide HTW services and meet the required Program Components. Applicant must provide a comprehensive Staff Development Plan (see Form L), that addresses the following:

- A. Identification of personnel responsible for coordinating staff development activities including job titles and qualifications for each person identified;
- B. Identification of specific training for eligibility and billing staff;
- C. A description of how training needs assessments are conducted and how staff training activities are tied to quality management review findings; and
- D. A description of procedures and documentation for staff annual performance review. Applicant must specify how the staff development plan incorporates review outcomes to further develop knowledge, skills, and abilities to provide HTW services.

Applicant must also develop a "Staff Development Training Calendar" in accordance with the following requirements (see Form L-1 ):

- A. Training twice a year on current LARC practice guidelines. However, if specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from this training requirement for that specific LARC method;
- B. At least one training for frontline staff on HTW Program objectives, program eligibility, and HTW services to ensure clear communication to clients and presumptively eligible clients on Women's Health Services and Family Planning Services offered through the HTW Program; and
- C. Training twice a year to staff on HTW eligibility screening and HTW Program application procedures.

## **2.5. Community Education/Program Promotion Plan**

Applicant must develop and implement an annual plan (Form M) to provide community education and program promotion to:

- A. Inform the public of its purpose and services;
- B. Enhance community understanding of its objectives;
- C. Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- D. Enlist community support; and
- E. Recruit potential clients for the HTW Program.

The plan must be based on an assessment of the needs of the community required in subsection 2.2, above.

The Community Education/Program Promotion Plan must be comprehensive and it must describe each of the following topics:

1. Applicant's HTW Program promotion/education/Outreach plan for the contract period; and
2. Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in its service area. Applicant must include a description of the Outreach plan detailing media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must provide a calendar of its community education/HTW Program promotion for the contract period. The calendar must include information regarding topics, presentation-dates, locations, and presenters.

## **2.6. Reporting Requirements**

Contractors must adhere to the following reporting requirements to ensure contract obligations have been met. The reports will assist HHSC with tracking progress towards objectives; evaluating and validating performance; ensuring adherence to policy; and ensuring availability and access to services.

HHSC may review, approve, or require modifications to the reporting requirements at its discretion. The agreed upon format will be determined prior to submission of the required report. Contractors will be provided with reporting templates post-award.

Applicant must develop goals and objectives as required in Form I, "Work Plan." Selected contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis.

Program Component	Reporting Period	Reporting Due Date
1. Program Administration and Management Update	Annually	On or before September 30, 2017.
2. Quality Assurance/Quality Improvement	Annually	On or before September 30, 2017.
3. Professional Development	Annually	On or before September 30, 2017.
4. Recruitment	Annually	On or before September 30, 2017.
5. Long-Acting Reversible Contraception (LARC) Usage	Annually	On or before September 30, 2017.

Contractors will be required to report on Staff Development activities included in the Staff Development calendar on an annual basis. The information contained in these reports must,

at a minimum, include: topic, presenter (including credentials if applicable), dates, location, and the number of attendees.

Staff Development	Reporting Period	Reporting Due Date
Description of Staff Development Activities.	Annually	On or before September 30, 2017

Contractors will be required to report on community education and program promotion activities by providing a Community Education/Program Promotion calendar in accordance with requirements set forth in Form M, "Community Education/Program Promotion Plan. Selected contractors are required to report on activities included in their Community Education/HTW Program Promotion calendar on an annual basis. The information contained in these reports must, at a minimum, include: topics, presenter (including credentials if applicable), dates, location, and the number of attendees.

Community Education/Program Promotion	Reporting Period	Reporting Due Date
Description of Community Education/Program Promotion Activities.	Annually	On or before September 30, 2017

## **2.7. Budget Requirements and Monthly Cost Reimbursement Process**

### **A. Projected Budget Requirements:**

In accordance with the requirements contained in Forms F, F-1 through F-7, Applicant must develop a categorical budget, where costs may be allocated to any of the following categories the Applicant identifies during its budget development process:

1. Personnel
2. Fringe Benefits
3. Travel
4. Equipment
5. Supplies
6. Contractual
7. Other
8. Indirect Costs

**NOTE:** Indirect costs are costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses, such as salaries and expenses of executive officers; personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

The Applicant must base the budget and funding request on the Scope of Work.

Applicant must separately identify value-added benefits, cost-savings and cost-avoidance methods and measures, and the effect of such methods on the budget, requested funding, and Scope of Work.

#### B. Monthly Cost Reimbursement Process

HTW contractors will seek reimbursement for project costs by submitting monthly vouchers for expenses outlined in a categorical budget approved by HHSC as required for the cost reimbursement portion of the HTW Program.

HTW funds will be disbursed to contractors through a voucher system as expenses are incurred during the contract term.

Reimbursement must be requested by using a purchase voucher and providing supporting documentation. Vouchers and supporting documentation must be submitted monthly, within 30 days following the end of the month in which the costs were incurred.

Program income from the HTW Fee-for-Service Program claims payment must be expended before HTW cost reimbursement funds are requested through the voucher process. Contractors will be required to submit monthly vouchers even if program income equals or exceeds program expenses. When program expenses exceed program income, the monthly voucher will result in a payment up to the not-to-exceed amount of the contract.

### 2.8. Funding Request and Clients Served

On (Form H), an Applicant must estimate the projected amount of cost reimbursement funding needed, which must be based on the total cost of providing support services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service Program clients. Applicant must estimate the number of Unduplicated Clients that will be served during the term of the contract.

**NOTE:** Contractors who, at the time of contract commencement, are not yet enrolled as Texas Medicaid Providers for the HTW Program will be allowed to provide support services for clients and women deemed presumptively eligible for participation in the HTW Program. The services may only be provided in clinics that are assessed to be ready on Form K. All direct clinical services provided that qualify for payment under the HTW Fee-for-Service Program must, upon enrollment as a Texas Medicaid Provider, be charged to the HTW Fee-for-Service portion of the HTW Program prior to a contractor seeking reimbursement under the contract resulting from this procurement. In the event those services are not paid under the HTW Fee-for-Service portion of the HTW Program, a contractor may then submit those costs for reimbursement under the contract resulting from this procurement.

## **2.9. Service Delivery Area(s)**

The geographic area to be served is statewide consisting of HHSC's Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11.

## **2.10. Goals and Performance Measures**

Applicant must develop goals and objectives as required in Form I, "Work Plan." Contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis (See subsection 2.6. of this open enrollment).

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### 3. HISTORICAL UTILIZATION

#### 3.1. Historical Utilization

- The table below is an estimate of the number of women at or below 200% of the Federal Poverty Level (FPL). It provides a rough estimate of the need for services statewide. For county level data, see Appendix E.

Region	Women Eligible for Family Planning Services	
	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

#### 3.2. Method of Allocation

Total funding available under this solicitation is \$18,000,000.

Funding award decisions will be based on available funds, a regional assessment of women at or below 200 percent of the Federal Poverty Level (FPL), Applicant readiness, and proposed number of Clients to be served by the Applicant. HHSC will give Applicants that provide services in the identified underserved counties, priority in funding determinations. The underserved counties include: Bell, Cameron, Comal, Hays, Hidalgo, Hill, Lubbock, McLennan, Potter, Randall, Starr, Travis, Webb, Williamson, and Zapata.

Region	HTW Funding
Texas, all Regions	\$18,000,000
Region 1	\$598,665
Region 2	\$3,60,963
Region 3	\$4,426,189
Region 4	\$764,775
Region 5	\$530,255
Region 6	\$4,169,157

Region 7	\$1,964,974
Region 8	\$1,875,695
Region 9	\$370,578
Region 10	\$784,901
Region 11	\$2,153,847

**NOTE:** During the term of the contract(s) awarded as a result of this open enrollment, HHSC reserves the right to distribute or redistribute funds in any manner HHSC deems necessary.

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## **4. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)**

It is the policy of the Health and Human Services' (HHS) HUB Program Office to include the HUB Subcontracting Plan (HSP), when subcontracting opportunities are probable and a contract has an expected value of \$100,000 or more over and the HSP is applicable for the life of the contract including any subsequent amendments and renewals related to the original HSP.

In addition to, and in accordance with, Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, Rule §20.14, when the contractor is selected and decides to subcontract any part of the contract after the award, as a provision of the contract, the contractor must comply with the HSP provisions relating to developing and submitting a revised HSP before any modifications or performance in the awarded contract involving subcontracting can be authorized by the state agency.

HHSC has determined that subcontracting opportunities are probable for this Application. As a result, the Applicant must submit an HSP with its Application. The HSP is required whether an Applicant intends to subcontract or not.

In accordance with Texas Government Code §2161.252, an Application that does not contain a HUB Subcontracting Plan (HSP) is non-responsive and will be rejected without further review. In addition, **if HHSC determines that the HSP was not developed in good faith, it will reject the Application for failing to comply with material Application specifications.**

### **4.1. Introduction**

**The sole point of contact for HUB inquires:**

**Texas Health and Human Services Commission  
John Wesley Smith, HUB Coordinator  
Phone: (512) 406-2536  
E-mail: [John.Wesley.Smith@hhsc.state.tx.us](mailto:John.Wesley.Smith@hhsc.state.tx.us)**

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a Policy on the Utilization of HUBs which is located on HHSC's website. Pursuant to Texas Government Code §2161.181 and §2161.182 and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

## 4.2. HHSC's Administrative Rules

HHSC has adopted the Comptroller of Public Accounts' (CPA) HUB rules as its own. HHSC's rules are located in the Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter G and the CPA rules are located in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between HHSC's administrative rules and this open enrollment, the rules shall take priority.

## 4.3. Statewide Annual HUB Utilization Goal

The CPA has established **statewide annual HUB utilization goals** for different categories of contracts in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.13 of the HUB rules. In order to meet or exceed the **statewide annual HUB utilization goals**, HHSC encourages Outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process. This procurement is classified as an **All Other Services** procurement under the CPA rule and therefore has a **statewide annual HUB utilization goal** of **26.0%** per fiscal year.

## 4.4. Required HUB Subcontracting Plan

In the HSP, an Applicant must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt an Applicant from completing the HSP requirement.

HHSC shall review the documentation submitted by the Applicant to determine if a good faith effort has been made in accordance with open enrollment and HSP requirements. During the good faith effort determination, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the Applicant's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

## 4.5. CPA Centralized Master Bidders List

Applicants may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at <http://www2.cpa.state.tx.us/cmbll/cmbllhub.html>. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

National Institute of Governmental Purchasing (NGIP) Class/Item Code(s):

- **924-16: Laboratory Testing Services**
- **918-88: Quality Assurance Services**
- **948-47: Care Center Services, Health**
- **948-48: Drug Monitoring Services, International; Ethics & Code of conduct, Medical, Euthanasia; Faith Healers**
- **948-55: Laboratory Services; Non-Physician**
- **948-74: Physician Professional Services**

- **952-62: Mental Health Services**
- **952-88: Teen Pregnancy Services**
- **952-42: Family Planning**

Applicants are not required to use, nor are they limited to using, the class and item codes identified above, and may identify other areas for subcontracting. However, the NIGP class/item codes are preferred with all Applications.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so Applicants are encouraged to refer to the CMBL often to find the most current listing of HUBs.

#### **4.6. HUB Subcontracting Procedures – If an Applicant Intends to Subcontract**

An HSP must demonstrate that the Applicant made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. An Applicant that intends to subcontract must complete the HSP to document its good faith efforts.

- Identify Subcontracting Areas and Divide Them into Reasonable Lots

An Applicant should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

- Notify Potential HUB Subcontractors

The HSP must demonstrate that the Applicant made a good faith effort to subcontract with HUBs. The Applicant's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The Applicant must determine which portions of work, including goods and services, will be subcontracted.

Select the appropriate method(s) to demonstrate good faith effort. The Applicant can use either method(s) 1, 2, 3, 4 or 5:

##### **A. Method 1: Applicant Intends to Subcontract with only HUBs:**

The Applicant must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; or



**B. Method 2: Applicant Intends to Subcontract with HUB Protégé(s):**

The Applicant must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC; and
- Identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by an Applicant (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When an Applicant intends to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; or

**C. Method 3: Applicant Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):**

The Applicant must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this open enrollment. When utilizing this method, only HUB subcontractors that have existing contracts with the Applicant for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this open enrollment, Applicants may also use non-HUB subcontractors; or

**D. Method 4: Applicant Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):**

The Applicant must identify in the HSP and submit documentation regarding both of the following requirements:

Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities the Applicant intends to subcontract. Applicants must give trade organizations and/or development centers at least seven (7) working days prior to submission of the Applicant's Application for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Minority and Women Organization Links.

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the Applicant intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting Applications and must include:

- a description of the scope of work to be subcontracted;
  - information regarding the location to review project plans or specifications;
  - information about bonding and insurance requirements;
  - required qualifications and other contract requirements; and
  - a description of how the subcontractor can contact the Applicant.
- Applicants must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the Applicant's Application unless circumstances require a different time period, which is determined by the agency and documented in the contract file.
- Applicants must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Applicants may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.
- Written Justification of the Selection Process

HHSC will make a determination if a good faith effort was made by the Applicant in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the Applicant's good faith efforts in developing and submission of the HSP. HHSC may require the Applicant to submit additional documentation explaining how the Applicant made a good faith effort in accordance with the open enrollment.

An Applicant must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the Applicant negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value applicant.

#### **4.7. Method 5: Applicant Does Not Intend to Subcontract**

When the Applicant plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The Applicant must complete the "Self-Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the Applicant must identify the sections of the Application that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The Applicant must agree to comply with the following if requested by HHSC:

- provide evidence of sufficient Applicant staffing to meet the Application requirements;
- provide monthly payroll records showing the Applicant staff fully dedicated to the contract;
- allow HHSC to conduct an on-site review of company headquarters or work site where services are to be performed; and
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

#### **4.8. Post-award HSP Requirements**

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful Applicant(s).

After contract award, HHSC will coordinate a post-award meeting with the successful Applicant to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP Prime Contractor Progress Assessment. This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties in the contract amend the contract to include a change to the scope of work or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4 of this open enrollment (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages Applicants to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the Applicant plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

## **5. INFORMATION AND SUBMISSION INSTRUCTIONS**

### **5.1. HUB Vendor Teleconference**

HHSC will hold a HUB vendor teleconference call on **June 2, 2016 at 9:00 A.M. (CST)** to **discuss HUB requirements and to review the HUB PowerPoint presentation posted as Package 2 on the Electronic State Business Daily (ESBD) and embedded below.** Please make a copy of the PowerPoint presentation for the teleconference call.

Teleconference information: **1-877-226-9790**, access code: **8802578#**. Vendor conference attendance is strongly recommended, but is not required.



HUB Vendor  
Conference PowerPi

### **5.2. Multiple Applications**

An Applicant may only submit one Application as a prime contractor. If an Applicant submits more than one Application, HHSC may reject one or more of the submissions. This requirement does not limit a subcontractor's ability to collaborate with one or more Applicants submitting Applications.

### **5.3. Use of Subcontractors**

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the Applicant. No subcontract under the contract shall relieve the Applicant of the responsibility for ensuring the requested services are provided. Applicants planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

### **5.4. Open Enrollment Cancellation/Partial Award/Non-Award**

At its sole discretion, HHSC may cancel this open enrollment, make partial award, or no awards.

### **5.5. Right to Reject Applications or Portions of Applications**

At its sole discretion, HHSC may reject any and all Applications or portions thereof.

### **5.6. Joint Applications**

HHSC will not consider joint or collaborative Applications that require it to contract with more than one Applicant in a single contract.

## **5.7. Withdrawal of Applications**

Applicants have the right to withdraw their Application from consideration at any time prior to contract award, by submitting a written request for withdrawal to the HHSC Point of Contact, as designated in subsection 1.2.

## **5.8. Costs Incurred**

Applicants understand that issuance of this open enrollment in no way constitutes a commitment by the HHS agency to award a contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this open enrollment. The HHS agency is not liable for any costs incurred by an Applicant prior to issuance of, or entering into a formal agreement, contract, or purchase order. Costs of developing applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

## **5.9. Instructions for Submitting Applications**

Applicant should submit the following:

Submit one (1) original and four (4) copies of the Application. An authorized representative must sign the original in ink. In addition, one (1) electronic copy of the entire Application on a USB flash drive compatible with Microsoft Office 2013. USB flash drives must contain all sections of the open enrollment along with the other required documents. The USB drives must be organized with files that correspond to Applicant's Original bound Application. USB should contain copies of all signature documents. The electronic copy must be organized with a file format that corresponds with *Section 5.7, Format and Content*, of the open enrollment. HHSC will not accept PDF format, telephone, or facsimile Applications. Any disparities between the contents of the original printed Application and the electronic Application will be interpreted in favor of HHSC.

### **Submission**

Applicant must submit all copies of the Application to HHSC PCS Division no later than **5:00 PM (CST) on July 12, 2016**. All submissions will be date and time stamped when received by PCS. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the Applicant's responsibility to appropriately mark and deliver the Application to HHSC by the specified date.

### **Physical Address for hand delivery and overnight and commercial mail:**

Health and Human Services Commission  
Attn: Response Coordinator  
Procurement and Contracting Services Building  
1100 W. 49<sup>th</sup> St.  
Mail Code: 2020  
Austin, Texas 78756



All Applications become the property of HHSC after submission.

All Applications must be:

- A. clearly legible
- B. sequentially page-numbered and include the Applicant's name at the top of each page;
- C. organized in the sequence outlined in Section 3.8;
- D. bound in a notebook or cover;
- E. Correctly identified with the open enrollment number and submittal deadline;
- F. responsive to all Application requirements;
- G. Typed on 8 ½" by 11" paper;
- H. In Arial or Times New Roman font, size 12 for normal text, no less than size 10 for tables, graphs and appendices; and

**NOTE:** Applications may not include materials or pamphlets not specifically requested in this open enrollment.

## **5.10. Format and Content of Electronic or Paper Submission of Application**

The Application should include the Applicant's Business Plan, which contains the following sections:

Section 1 – Executive Summary

Section 2 – Completed Forms A - M-1:

- Form A: Application Table of Contents and Checklist
- Form B: Texas Counties and Regions List Served By Project
- Form C: Contact Person Information
- Form D: DELETED
- Form E: DELETED
- Form F: Budget Summary & Details
- Form G: Applicant Background
- Form H: Funding Request and Performance Measures
- Form I: Work Plan
- Form J: Assessment Narrative
- Form K: Healthy Texas Women Clinic Site Readiness
- Form K-1: Healthy Texas Women Clinic Sites
- Form L: Staff Development Plan
- Form L-1: Staff Development Training Calendar
- Form M: Community Education/Program Promotion Plan
- Form M-1: Community Education/Program Promotion Calendar

### **5.10.1 Section 1 -- Executive Summary**

In this section, condense and highlight the content of the Business Plan to provide HHSC with a broad understanding of the Applicant's approach to meeting the open enrollment's business requirements. The summary must demonstrate an understanding of HHSC's goals and objectives for this procurement.

#### **A. Financial Capacity**

Applicants are not required to submit evidence of financial capacity with their Applications. HHSC reserves the right to request such information at a later date.

#### **B. Corporate Guarantee**

If the Applicant is substantially or wholly owned by another corporate (or other) entity, HHSC reserves the right to request that such entity unconditionally guarantee performance by the Applicant in each and every term, covenant, and condition of the contract as executed by the parties.

#### **C. Bonding**

HHSC reserves the right to require the Applicant to procure one or more performance, fidelity, payment or other bond, if during the term of the contract; HHSC in its sole discretion determines that there is a business need for such requirement.

### **5.10.2 Section 2 - Completed Forms A - M-1**

Applicants that meet the Initial Compliance Screening requirements must provide the requested information for each form required in this section as it pertains to the support services and program components for the HTW Program being procured in this open enrollment prior to receiving a contract.

### **5.10.3 Section 3 - HUB Subcontracting Plan**

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the open enrollment, in a separate sealed envelope, with the Application, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with the HSP.

**NOTE: Each individual document requested must be collated; in sequential order; labeled; and submitted as delineated above.**

### **5.10.4. Section 4 - Certifications and Other Required Forms**

Applicants must complete and sign the forms listed below prior to receiving a contract resulting from this open enrollment:

- Child Support Certification;

- Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;
- Required Certifications;
- Federal Lobbying Certification;
- Anti-Trust Certification;
- Respondent Information and Disclosures; and
- Information Security and Privacy Initial Inquiry (SPI)  
[http://www.hhsc.state.tx.us/about\\_hhsc/BusOpp/HHS\\_SPI.pdf](http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf)

The required forms are also located on HHSC's website, under the HHSC Business Opportunities Webpage. The SPI can be found at:  
[http://www.hhsc.state.tx.us/about\\_hhsc/BusOpp/HHS\\_SPI.pdf](http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf). HHSC encourages Applicants to carefully review all of these forms and submit questions regarding their completion prior to the deadline for submitting.

**The remainder of this page is intentionally left blank.**

## **6. ELIGIBILITY DETERMINATION**

### **6.1. Initial Compliance Screening**

HHSC will perform an initial screening of all Applications received.

If the Application passes the initial screening, the Applicant will be contacted for further instructions or actions.

### **6.2. Unresponsive Applications**

Unless Applicant has taken action to withdraw the Application for this open enrollment, an Application will be considered unresponsive and will not be considered further when any of the following conditions occurs:

6.2.1 The Applicant fails to meet major open enrollment specifications, including:

- A. The Applicant fails to submit the required Application by the closing of the open enrollment period provided in subsection 1.3. of this open enrollment.
- B. The Applicant is not eligible under subsection 1.5. of this open enrollment.

6.2.2 The Application is not signed.

### **6.3. Corrections to Application**

Applicants have the right to amend their Application at any time prior to an unresponsive decision or contract award decision by submitting a written amendment to the HHSC Point of Contact, as designated in subsection 1.2. HHSC may request modifications to the Application at any time.

### **6.4. Additional Information**

By submitting an Application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant's, its directors', officers', and employees:

- Past business history, practices, and conduct;
- Ability to supply the goods and services; and
- Ability to comply with contract requirements.

By submitting an Application, an Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in screening or the validation of information on Applications or supporting documentation.

## 7. GLOSSARY AND ACRONYMS

TERM	DEFINITION
Affiliate	An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates a common ownership, management, control, franchise, or the granting or extension of a license or other agreement that authorizes the entity to use the other entity's brand name, trademark, service mark, or other registered identification mark.
Applicant	Any individual or entity that submits an application for enrollment pursuant to this open enrollment.
Application	An Application submitted by an Applicant in response to this open enrollment.
Department of State Health Services (DSHS)	The agency responsible for administering physical and mental health-related prevention, treatment, and regulatory programs for the State of Texas.
Elective Abortion	The intentional termination of a pregnancy by an attending physician who knows that the female is pregnant, using any means that is reasonably likely to cause the death of the fetus. The term does not include the use of any such means to terminate a pregnancy that resulted from an act of rape or incest; in a case in which a female suffers from a physical disorder, physical disability, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy, that would, as certified by a physician, place the female in danger of death or risk of substantial impairment of a major bodily function unless an abortion is performed; or in a case in which a fetus has a life-threatening physical condition that, in reasonable medical judgment, regardless of the provision of life-saving treatment, is incompatible with life outside the womb.
Expanded Primary Health Care program (EPHC)	A state-funded health care program that provides primary, preventive, and screening services to women age 18 and older, who are at or below 200 percent of the Federal Poverty Level and are unable to access the same care through other programs.



TERM	DEFINITION
Federal Poverty Level (FPL)	The set minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to household size. The number is adjusted for inflation and reported annually in the form of poverty guidelines.
Family Planning Services	Educational or comprehensive medical activities that enable individuals to determine freely the number and spacing of their children and to select the means by which this may be achieved. These services include contraceptive services, pregnancy testing and counseling, health screenings, preconception health screenings for obesity, smoking, and mental health, and sexually transmitted infection services and screenings.
Indirect Costs	Costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.
Health Service Region (HSR)	Counties grouped within specified geographic areas for administrative purposes.
Healthy Texas Women Program (HTW Program)	A state-funded program administered by HHSC to provide eligible Uninsured women with Women's Health Services and Family Planning Services.
Healthy Texas Women Fee-for-Service (HTW Fee-for-Service Program)	Women's Health Services and Family Planning Services provided through the HTW Program on a fee-for-service basis through the TMHP system.
In-reach	Activities that are conducted with the purpose of informing and educating women already served by an Applicant's organization about services they are not receiving, but may be eligible to receive in the HTW Program.
Medicaid	Title XIX of the Social Security Act; reimburses for health care services delivered to low-income individuals who meet eligibility guidelines.

<b>TERM</b>	<b>DEFINITION</b>
Outreach	Activities that are conducted with the purpose of informing and educating the community about available HTW Program services and increasing the number of clients served through the HTW Program.
Priority Population	The target population to be served through the HTW Program.
Promote	Advancing, advocating, or popularizing Elective Abortions.
State Fiscal Year	The twelve-month period beginning September 1st and ending August 31st.
Texas Medicaid & Healthcare Partnership (TMHP)	The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.
Texas Women's Health Program (TWHP)	TWHP is the current state-funded program administered by HHSC to provide eligible Uninsured women with women's health and Family Planning Services that is being replaced with the HTW Program.
Unduplicated Client	An HTW Fee-for-Service Program client who is counted only one time during a State Fiscal Year, regardless of the number of visits, encounters, or services they receive in the HTW Program (e.g., one client seen four times during the State Fiscal Year is counted as one Unduplicated Client).
Uninsured	Not having medical insurance or not enrolled in a medical assistance program, such as Medicaid.
Women's Health Services	Preventative health services that are beneficial to a woman's reproductive health including, but not limited to, vaccines and immunizations, breast cancer screening, cervical cancer screening and treatment, and gynecological services including cancer screening or repair of abnormalities.

<b>PROGRAMMATIC ACRONYMS</b>	
EPHC	Expanded Primary Health Care
FFS	Fee for Service
FPL	Federal Poverty Level
HSR	Health Service Region
HTW	Healthy Texas Women
PCCM	Primary Care Case Management
QA	Quality Assurance
QI	Quality Improvement
TMHP	Texas Medicaid & Healthcare Partnership
TWHP	Texas Women's Health Program

**The remainder of this page is intentionally left blank.**

# **PROGRAM FORMS**

## FORM A: APPLICATION TABLE OF CONTENTS AND CHECKLIST

Legal Business Name  
of Applicant: \_\_\_\_\_

This form is provided as your Table of Contents and to ensure the Application is complete, proper signatures are included, and the required certifications, and attachments have been submitted. Document the page number where indicated on the checklist if Applicant is submitting a paper copy of the Application.

PROGRAM FORMS	DESCRIPTION	Included	Page #
<b>A</b>	Application Table and Contents and Checklist	<input type="checkbox"/>	
<b>B</b>	Texas Counties and Regions List Served by Project	<input type="checkbox"/>	
<b>C</b>	Contact Person Information	<input type="checkbox"/>	
<b>D</b>	DELETED	<input type="checkbox"/>	
<b>E</b>	DELETED	<input type="checkbox"/>	
<b>F</b>	Budget Summary and Details	<input type="checkbox"/>	
<b>G</b>	Applicant Background	<input type="checkbox"/>	
<b>H</b>	Funding Request and Performance Measures	<input type="checkbox"/>	
<b>I</b>	Work Plan	<input type="checkbox"/>	
<b>J</b>	Assessment Narrative	<input type="checkbox"/>	
<b>K</b>	Healthy Texas Women Clinic Site Readiness	<input type="checkbox"/>	
<b>K-1</b>	Healthy Texas Women Clinic Sites	<input type="checkbox"/>	
	*Include submission date for Medicaid application if Applicant is in the process of enrolling in Medicaid	<input type="checkbox"/>	
<b>L</b>	Staff Development Plan	<input type="checkbox"/>	
<b>L-1</b>	Staff Development Training Calendar	<input type="checkbox"/>	
<b>M</b>	Community Education/Program Promotion Plan	<input type="checkbox"/>	
<b>M-1</b>	Community Education/Program Promotion Calendar"	<input type="checkbox"/>	
	Contracting Forms: <u>HHSC Business Opportunities Webpage</u> <ul style="list-style-type: none"> <li>• <u>Child Support Certification;</u></li> <li>• <u>Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;</u></li> <li>• <u>Required Certifications;</u></li> <li>• <u>Federal Lobbying Certification;</u></li> <li>• <u>Anti-Trust Certification;</u></li> <li>• <u>Respondent Information and Disclosures; and</u></li> <li>• <u>Information Security and Privacy Initial Inquiry (SPI)</u></li> </ul> <u><a href="http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf">http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf</a></u>	<input type="checkbox"/>	



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REQUIRED FORM	DESCRIPTION	Included	Page #
1	HUB Subcontracting Plan (HSP) HUB Subcontracting Plan (HSP)	<input type="checkbox"/>	

## FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Applicant must identify the counties in which it intends to provide the services required under this open enrollment by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R
<b>-A-</b>			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	<b>-D-</b>			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
<b>-B-</b>			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	<b>-I-</b>			Montague	<input type="checkbox"/>	02	<b>-T-</b>		
Bee	<input type="checkbox"/>	11	<b>-E-</b>			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	<b>-J-</b>			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	<b>-N-</b>			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input type="checkbox"/>	06	<b>-F-</b>			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	<b>-O-</b>			<b>-U-</b>		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	<b>-K-</b>			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	<b>-P-</b>			<b>-V-</b>		
<b>-C-</b>			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	<b>-G-</b>			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	<b>-W-</b>		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	<b>-L-</b>			<b>-R-</b>			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	<b>-H-</b>			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	<b>-Y-</b>		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	<b>-S-</b>			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	<b>-Z-</b>		
Coryell	<input type="checkbox"/>	07	Harris	<input type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	<b>-M-</b>			San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			

## FORM C: CONTACT PERSON INFORMATION

Legal Business Name  
of Applicant: \_\_\_\_\_

1. This form provides information about the appropriate contacts in the Applicant's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

### Contacts

Billing Contact	Executive Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Financial Director	Medical Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Primary Program Contact	Quality Assurance Contact
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

## **FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS**

### **Form F: Budget Summary and Forms F-1 through F-7: Budget Details**

Applicant must complete each of the required budget forms. The forms are posted as a separate Excel file on the Electronic State Business Daily (ESBD) for downloading and completion. Basic instructions for completing these forms are included with the Excel file. Additional information is provided below to further assist Applicant in developing its projected budget.

NOTE: When completing each category worksheet, ALL allowable direct costs—costs associated with running both components of the HTW Program—must be entered, i.e. these costs must also include the cost of providing services to clients served through HTW Fee-for-Service Program.

Indirect costs— must not exceed 20% of the total budget for both components of the HTW Program.

To assist in estimating the amount of income generated through the HTW Fee-for-Service program, Applicants should consult the proposed HTW Fee-for-Service benefits package contained in [Appendix A](#).

Contractors are required to participate in all HHSC required HTW Program trainings. The contractor may attend in person or participate remotely. In the event the contractor would like to attend physically, they may include associated travel in their budget requests. HTW Program trainings may include webinars, conference calls, and in-person trainings.

### **Form F: Budget Summary Worksheet**

Column 1: Totals will be filled using budget category detail forms (individual worksheets contained in budget spreadsheet). This must include all allowable direct costs—the costs associated with running both components of the HTW Program.

Column 2: Enter the amount of cost reimbursement funds requested through this open enrollment for the provision of support services provided to clients served in the HTW Fee-for-Service Program.

Column 3: Enter the amount of projected HTW Fee-for-Service reimbursement to be received as a result of the provision of client services under the HTW Fee-for-Service Program component of the HTW Program.

## FORM G: APPLICANT BACKGROUND GUIDELINES

**Legal Business Name  
of Applicant:** \_\_\_\_\_

1. Provide a one-page executive summary describing the Applicant's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the Applicant.
2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the Applicant's organization.
3. Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.
4. Describe Applicant's experience, knowledge, and expertise in providing Women's Health Services and Healthy Texas Women Services. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).
5. Describe Applicant's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by Applicant (maximum of 4 pages).
6. Subcontracting Background- Describe the following if Applicant plans to have subcontract any of the intended services:
  - A. Experience subcontracting with other organizations/providers;
  - B. Experience developing subcontracts and subcontract negotiations;
  - C. Experience performing program monitoring of subcontractors, including monitoring of professional and clinical services;
  - D. Experience providing technical assistance to subcontractors, including budget development and management;
  - E. Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required;
  - F. Staff position(s) that are anticipated for monitoring professional and clinical subcontractors and the required qualifications for each position;
  - G. Policies and procedures Applicant has for monitoring subcontractors that provide direct client services; and
  - H. Staff position(s) that are anticipated for providing training and technical assistance to subcontractors on data collection and submission, and data quality improvement.



## FORM G: APPLICANT BACKGROUND

**Legal Business Name of  
Applicant:** \_\_\_\_\_

1. Applicant must provide a narrative description of its organization, staff, systems and oversight structure.
  2. Reference the instructions on Form G – Applicant Background Guidelines.
  3. Applicant's response must not exceed 18 pages.
-

## FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of  
Applicant: \_\_\_\_\_

### Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$
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### Clients Served:

The number of clients an Applicant intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the Applicant's effectiveness in providing the identified support services under the contract resulting from this open enrollment.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the Applicant intends to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients Applicant intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

**Table 1: Clinical Services**

Projected Number of Clinical Clients to be Served:	
--	--

## **FORM I: WORK PLAN GUIDELINES**

1. Use up to 4 pages for each program component for a maximum of 20 pages.
2. Required attachments are not counted in the page maximum.
3. In accordance with Section 2.1 of the open enrollment, Applicant must address the following Program Components and include a response to the identified topic areas:

### **Program Administration and Management:**

- a. Identify the services Applicant intends to provide;
- b. Identify the Priority Population to be served;
- c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- d. Include a copy of the Institutional Review Board's approval if the Applicant is currently conducting research on individuals who receive services through any HHSC-funded programs;
- e. Provide an organizational Chart
- f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- g. Describe how Applicant will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.

### **Quality Assurance/Quality Improvement:**

- a. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
- b. At a minimum, provide the following information:
  - 1) Medical Director's involvement in the QA/QI activities;
  - 2) Activities used to identify trends of needed improvement and the frequency of those activities;
  - 3) Activities to ensure correction and follow-up to findings identified;
  - 4) Use and frequency of client satisfaction surveys;
  - 5) System used to identify, report, and monitor adverse outcomes; and
  - 6) Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

### **Professional Development:**

- a. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- b. Identify staff, including job titles that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.

**Recruitment:**

Describe how Applicant will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the identified target service area(s) identified in Form B.

**Long-Acting Reversible Contraception (LARC) Usage:**

- a. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- b. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- c. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

4. For each program component, Applicant must develop at least one goal and corresponding objective to achieve the goal(s) including describing the associated activities for meeting the goal. Applicant must:
  - a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period;
  - b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
  - c. Indicate the name or position of the person primarily responsible for ensuring completion of each activity;
  - d. Define the time frame for accomplishing each objective/activity.
  - e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

## FORM I: WORK PLAN

**Legal Business Name  
of Applicant:**

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1. Reference the instructions on Form I - Work Plan Guidelines.
2. Applicant must not exceed 4 pages per program component, for a total of 20 pages.

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**FORM I: WORK PLAN**

**Program Component A  
Program Administration and Management**

**Goals:**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>

## FORM I: WORK PLAN

### Program Component B Quality Assurance/Quality Improvement

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date

**FORM I: WORK PLAN**  
**Program Component C**  
**Professional Development**

**Goals:**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>

**FORM I: WORK PLAN**  
**Program Component D**  
**Recruitment**

**Goals:**

Objectives	Activities	Measurement	Staff Responsible	Completion Date

**FORM I: WORK PLAN****Program Component E  
LARC Usage****Goals:**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>



## FORM J: ASSESSMENT NARRATIVE GUIDELINES

### **Part A**

Complete table to show assessment data sources and dates of assessments used.

### **Part B**

Specifically address each of the assessment activities listed below associated with the support services the Applicant intends to provide. The required assessment items must include:

1. A description of the community that will be served by the Applicant's identified support services. This description must include:
  - a. Geographic boundaries (urban or rural, physical environment);
  - b. General demographic data (age, gender, ethnicity, etc.);
  - c. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.); and
  - d. General description of community-wide health status (e.g., key morbidity/mortality statistics).
2. A description of the Priority Population including:
  - e. Geographic service area (Form B);
  - f. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
  - g. Priority Population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
  - h. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).
3. Identification of the gaps in resources and potential barriers to improving health status in the community served and how Applicant's identified support services will address these issues.

## FORM J: ASSESSMENT NARRATIVE

Legal Business Name  
of Applicant: \_\_\_\_\_

Complete the Table under Part A, and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE GUIDELINES). Please keep responses to a maximum of three (3) pages including this page and two more.

---

### Part A

Multiple data sources and assessments exist for many communities. Applicant is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

Source of Assessment Data	Date of Each Assessment Source

### Part B

(See ASSESSMENT NARRATIVE GUIDELINES).

## FORM K

### CLINIC SITE READINESS - INSTRUCTIONS

1. Complete the Clinic Site Readiness Form per instructions below.
2. Complete one form for every clinic site that will provide HTW support services funded through this open enrollment.

<b>CLINIC SITE READINESS INFORMATION:</b>	
Appropriate signage to identify funded entity.	Check that clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check that clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if Applicant operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate emergency policies/procedures and supplies as applicable?	Check if clinic sites have appropriate emergency policies/procedures and supplies necessary to provide services to the extent applicable for the setting and training, experience and competence of clinic staff. (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Financial management systems including secure data storage	Check if clinic sites have financial management systems including secure data storage. (Yes/No).

## FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name  
of Applicant: \_\_\_\_\_

Clinic Site # \_\_\_\_\_ of \_\_\_\_\_

Appropriate signage to identify funded entity?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

## FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES INSTRUCTIONS

Complete a separate clinic form for each clinic site that will provide HTW services funded through this open enrollment.

**\*Each clinic form must contain current and accurate information.\***

<b>HEADER INFORMATION:</b>	
Legal Name of Applicant	Applicant's legal name.
Clinic Site # ____ of ____	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
<b>CLINIC SITE INFORMATION:</b>	
Clinic Name	State the name of the clinic.
Street Address	Physical address of clinic. (Do Not Enter a P.O. Box)
Suite	Indicate clinic suite number, if applicable.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Clinic APPOINTMENT Phone #	Phone number to make an appointment at clinic.
Clinic PRIMARY Phone #	Primary phone number for the clinic site.
Fax	Fax number for the clinic.
Service Area	List counties served by the identified clinic site, NOT all counties served by the whole project. For a county to be considered part of a clinic's designated service area: (1) There must be a clinic located in the county; or (2) Five percent of the clinic population served in the previous 12 month period must have resided in the county. NOTE: Total counties served by all clinics must match the counties marked by Applicant on Form B: Texas Counties and Regions.
Contact Person	Name of contact person for that clinic site.
Pharmacy License #	Current pharmacy license number for the clinic.
Class	Indicate class of pharmacy license (e.g., class D, A, etc.)
TPI#	Texas Provider Identifier # for the clinic, or date application submitted. Enter the TPI# that the clinic will use to bill TMHP for HTW services.
NPI#	National Provider Identifier # for the clinic, or date application submitted.
Subcontractor Site	Indicate whether or not the clinic site is a subcontractor site.
Mobile Site	Indicate whether or not the clinic site is a mobile site.
<b>CLINIC HOURS AND SERVICES:</b>	
Hours of Operation	List the operating hours of the clinic site for each day of the week by morning (e.g., 8am – 12pm), afternoon (12pm – 5pm), and evening hours (after 5pm). Indicate days of the week when the clinic is closed (e.g., Tuesday – closed).
Total Hours/Month	List the total number of hours of operation per month for the clinic site.



## FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of  
Applicant: \_\_\_\_\_

Clinic Site # \_\_\_\_\_ of \_\_\_\_\_

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this open enrollment.

**All information must be accurate.\***

Clinic Name:			
Street Address:			Suite :
City:	County:	Zip Code:	HSR:
Clinic APPOINTMENT Phone #:			
Clinic PRIMARY Phone #:		Fax:	
Service Area (counties to be served):			
Contact Person:			
Pharmacy License #:		Class:	
TPI#:		NPI#:	
Submission date of Medicaid Application:			
Subcontractor Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mobile Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			

### CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

**FORM L: STAFF DEVELOPMENT PLAN**

**Legal Business Name  
of Applicant:** \_\_\_\_\_

All Applicants must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.
  
2. Identify specific training that will be used for eligibility and billing staff.
  
3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.
  
4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

NOTE: If specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from the training requirements for that specific LARC method.

[illegible]

## FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

Legal Business Name  
of Applicant: \_\_\_\_\_

Applicant **must** develop and implement an annual plan to provide community education and program promotion to:

- Inform the public of its purpose and services;
- Enhance community understanding of its objectives;
- Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- Enlist community support; and
- Recruit potential clients for the HTW Program.

The plan must be based on the assessment of the needs of the community required in Section 2.2. of this open enrollment.

The Community Education/Program Promotion Plan must:

1. Describe Applicant's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.
2. Describe Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the identified service area. Applicant must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must also attach a calendar of the proposed community education/HTW Program promotion for the contract period (July 1, 2016 through August 31, 2017). Applicant's calendar must include the following information: topics, presentation-dates, locations, and presenters. Applicant should label the attachment "**Form M-1: Community Education/Program Promotion Calendar**".

# APPENDICIES

**Appendix A: HHSC Healthy Texas Women Program Reimbursable  
Procedure Codes**

<b>Core Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Anesthesia for sterilization</b>		
	00851	
<b>Surgery - Integumentary system</b>		
	11976	150.00
	11981	103.45
	11982	117.08
	11983	163.06
<b>Surgery - Female genital system</b>		
	57170	22.05
	58300	69.00
	58301	76.72
	58340	88.75
	58565	442.57
	58600	292.70
	58611	61.75
	58615	195.67
	58670	282.81
	58671	283.08
<b>Radiology - Diagnostic imaging</b>		
	73060	28.06
	74000	20.80
	74010	32.39
	74740	66.83
<b>Radiology - Diagnostic ultrasound</b>		
	76830	96.28
	76856	96.28
	76857	50.79
	76881	96.28
	76882	30.35
	76998	137.65
<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80061	18.83
<b>Pathology &amp; Lab - Drug testing</b>		
	80300	12.36
	80301	12.36
<b>Pathology &amp; Lab - Urinalysis</b>		
	81000	4.45
	81001	4.45
	81002	3.60
	81003	3.16
	81005	3.05
	81015	4.28
	81025	8.90

<b>Core Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>



<b>Pathology &amp; Lab - Chemistry</b>		
	82947	5.52
	82948	4.45
	84443	23.63
	84702	2.29
	84703	10.57
<b>Pathology &amp; Lab - Hematology and coagulation</b>		
	85013	3.34
	85014	3.34
	85018	3.34
	85025	10.93
	85027	9.10
<b>Pathology &amp; Lab - Immunology</b>		
	86318	18.21
	86580	
	86592	6.00
	86689	27.22
	86695	18.55
	86696	27.22
	86701	12.49
	86702	14.85
	86703	19.28
	86762	20.23
	86803	20.07
<b>Pathology &amp; Lab - Transfusion medicine</b>		
	86900	4.20
	86901	4.20
<b>Pathology &amp; Lab - Microbiology</b>		
	87070	12.11
	87086	11.36
	87088	11.39
	87102	11.81
	87110	27.55
	87205	6.00
	87210	6.00
	87220	6.00
	87252	36.66
	87389	33.86
	87480	28.20
	87490	28.20
	87491	49.35
	87510	28.20
	87535	49.35
	87590	28.20
	87591	49.35
	87624	47.87

<b>Core Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
	87625	49.47
	87660	28.20

	87797	28.20
	87800	56.41
	87801	98.70
	87810	16.86
	87850	16.86
<b>Pathology &amp; Lab - Cytopathology</b>		
	88150	14.86
	88164	14.86
	88175	37.25
<b>Medicine - Immunization administration</b>		
	90460	8.00
	90471	7.84
<b>Medicine - Vaccines/toxoids</b>		
	90649	158.07
	90650	138.14
	90651	175.03
<b>Medicine - Hydration, diagnostic injections/infusions, chemo</b>		
	96372	18.98
<b>Medical nutrition therapy</b>		
	97802	26.73
	97803	22.99
	97804	12.03
<b>Medicine - Special services, procedures, and reports</b>		
	99000	9.30
	99078	29.40
<b>Behavioral change interventions, individual</b>		
	99406	11.18
	99407	21.82
<b>HCPCS A Codes - Supplies</b>		
	A4261	50.84
	A4264	1560.00
	A4266	34.11
	A4267	0.54
	A4268	2.83
	A4269	12.26
	A9150	14.00
<b>HCPCS H Codes - Rehabilitative services</b>		
	H1010	12.30

<b>Core Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>HCPCS J Codes - Drugs other than oral</b>		
	J0696	0.68
	J1050	64.98
	J3490	5.01
	J7297	671.25
	J7298	826.72
	J7300	753.78
	J7301	663.32
	J7303	93.53

	J7304	37.48
	J7307	672.61
<b>HCPSC S Codes - Private payer codes</b>		
	S4993	19.42
	S5000	5.90
<b>Office or Other Outpatient Services</b>		
	99201	26.04
	99202	41.09
	99203	55.52
	99204	81.24
	99205	101.00
	99211	13.49
	99212	22.59
	99213	33.95
	99214	47.68
	99215	73.40
<b>Evaluation and Management</b>		
	99241	39.66
	99242	62.10
	99243	80.23
	99244	112.50
<b>Preventive Medicine</b>		
	99384	93.40
	99385	78.85
	99386	92.22
	99394	85.93
	99395	68.43
	99396	74.84

<b>Related Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Breast Cancer Screening and Diagnostics</b>		
<b>Anesthesia</b>		
	00400	
<b>Surgery - General</b>		
	10022	90.21
<b>Surgery - Integumentary system</b>		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23

	19284	152.63
	19285	352.31
	19286	295.37
<b>Radiology - Diagnostic imaging</b>		
	71010	22.05
	71020	28.74
	76098	17.04
<b>Radiology - Diagnostic ultrasound</b>		
	76641	91.69
	76642	84.20
	76942	163.86
<b>Radiology - Breast mammography</b>		
	77051	8.02
	77052	8.02
	77053	54.80
	77055	70.03
	77056	90.09
	77057	64.15
	77058	495.58
	77059	491.84
<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80048	11.89
	80053	14.85
<b>Pathology &amp; Lab - Hematology and coagulation</b>		
	85730	8.44
<b>Pathology &amp; Lab - Surgical pathology</b>		
	88305	54.53

<b>Related Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
	88307	229.35
<b>Medicine - Cardiovascular</b>		
	93000	12.83
<b>Cervical Cancer Screening and Diagnostics</b>		
<b>Anesthesia</b>		
	00940	18.42
<b>Surgery - Female genital system</b>		
	57452	67.37
	57454	100.65
	57455	82.10
	57456	76.65
	57460	120.83
	57461	139.93
	57500	55.10
	57505	66.55
	57520	199.66
	57522	178.11
	58110	30.82
<b>Radiology - Diagnostic imaging</b>		
	71010	18.71
	71020	24.32

<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80048	11.89
	80053	14.85
<b>Pathology &amp; Lab - Hematology and coagulation</b>		
	85730	8.44
<b>Pathology &amp; Lab - Cytopathology</b>		
	88141	24.06
	88142	28.49
	88143	28.49
	88173	
	88174	30.05
<b>Pathology &amp; Lab - Surgical pathology</b>		
	88305	54.53
	88307	229.35
<b>Medicine - Cardiovascular</b>		
	93000	12.83
<b>Medicine - Psychiatry</b>		
	90791	113.91
	90792	113.91
<b>Problem-Focused Gynecological Services</b>		
<b>Surgery - Female genital system</b>		
	56405	78.28
	56420	66.56
	56501	81.53
	56515	142.21

<b>Related Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
	56605	43.84
	56606	21.65
	56820	61.48
	57023	225.07
	57061	69.50
	57100	47.58
	57421	89.01
	57511	94.63
	58100	63.35

<b>Other Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Laboratory Services</b>		
<b>Radiology - Diagnostic ultrasound</b>		
	76700	96.28
	76705	96.28
	76770	96.28
<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80050	42.09
	80051	9.87
	80053	14.85
	80069	12.21



	80074	66.99
	80076	11.48
<b>Pathology &amp; Lab - Chemistry</b>		
	82270	4.58
	82465	6.12
	82950	6.68
	83020	18.10
	83021	25.40
	83036	13.65
	84450	6.55
	84460	6.71
	84478	8.08
	84479	8.19
<b>Pathology &amp; Lab - Hematology and coagulation</b>		
	85007	4.48
	85610	4.98
	85660	7.75
	85730	7.60
<b>Pathology &amp; Lab - Immunology</b>		
	86631	10.35
	86677	10.35
	86704	16.95
	86706	15.11
	86780	12.30
<b>Pathology &amp; Lab - Transfusion medicine</b>		
	86885	8.05
<b>Pathology &amp; Lab - Microbiology</b>		
	87270	16.86
	87512	35.91
	87529	49.35
	87530	39.90
	87661	49.35
<b>Pathology &amp; Lab - Cytopathology</b>		
	88155	8.42
	88160	50.25
	88161	45.44
	88165	14.86
	88167	14.86
	88172	42.50
<b>Pathology &amp; Lab - Pulmonary</b>		
	94760	2.41
<b>HCPCS J Codes - Drugs other than oral</b>		
	J0558	3.94
	J0561	4.96
	J0690	0.68
	J2010	7.17

<b>Immunizations and Vaccinations</b>		
<b>Procedure Groupings</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Medicine - Immunization administration</b>		



	90460	8.00
	90471	7.84
	90472	7.84
<b>Medicine - Vaccines/toxoids</b>		
	90632	45.54
	90633	30.73
	90636	99.08
	90654	17.82
	90656	13.28
	90660	22.10
	90670	145.05
	90673	35.04
	90703	35.54
	90707	63.94
	90710	180.40
	90714	19.32
	90715	32.46
	90716	113.28
	90732	73.34
	90733	132.15
	90734	121.15
	90736	196.04
	90743	22.82
	90744	22.82
	90746	56.25

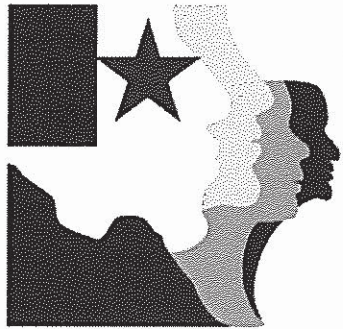
## Appendix B: HHSC Uniform Terms and Conditions Version 2.12



Grantee UTC  
VERSION 2.12 -- HTV

Note: Appendix B not numbered  
in accordance with  
Open Enrollment

HHSC Uniform Terms and Conditions Version 2.12  
Published and Effective: November 30, 2015  
Responsible Office: Chief Counsel



# TEXAS

Health and Human  
Services Commission

**Health and Human Services Commission**  
**HHSC Uniform Terms and Conditions - Grant**  
**Version 2.12**

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## ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of



such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

## **1.02 Interpretive Provisions**

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
- j. Time is of the essence in this Contract.

## **ARTICLE II PAYMENT METHODS AND RESTRICTIONS**

### **2.01 Payment Methods**

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

### **2.02 Final Billing Submission**

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

### **2.03 Financial Status Reports (FSRs)**

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

### **2.04 Debt to State and Corporate Status**

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

### **2.05 Application of Payment Due**

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

### **2.06 Use of Funds**

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

### **2.07 Use for Match Prohibited**

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

### **2.08 Program Income**

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § \_\_.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.



## **2.09 Nonsupplanting**

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

## **ARTICLE III. STATE AND FEDERAL FUNDING**

### **3.01 Funding**

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

### **3.02 No debt Against the State**

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

### **3.03 Debt to State**

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

### **3.04 Recapture of Funds**

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

## ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

### 4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS



A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

#### **4.02 Independent Single or Program-Specific Audit**

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

#### **4.03 Submission of Audit**

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission  
Office of Inspector General  
Compliance/Audit, Mail Code 1326  
P.O. Box 85200  
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

[Dani.fielding@hhsc.state.tx.us](mailto:Dani.fielding@hhsc.state.tx.us)

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.



## **ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS**

### **5.01 General Affirmations**

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.02 Federal Assurances**

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.03 Federal Certifications**

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

## **ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY**

### **6.01 Ownership**

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

### **6.02 Intellectual Property**

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

## **ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE**

### **7.01 Books and Records**

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

#### **7.02 Access to records, books, and documents**

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

#### **7.03 Response/compliance with audit or inspection findings**

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

#### **7.04 SAO Audit**

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO



or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

#### **7.05 Confidentiality**

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

#### **7.06 Public Information Act**

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

### **ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION**

#### **8.01 Contract Management**

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

#### **8.02 Termination for Convenience**

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

#### **8.03 Termination for Cause**

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

##### **a. Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

**b. Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

**8.04 Equitable Settlement**

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

**ARTICLE IX MISCELLANEOUS PROVISIONS**

**9.01 Amendment**

The Contract may only be amended by an Amendment executed by both Parties.

**9.02 Insurance**

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

**9.03 Legal Obligations**

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

**9.04 Permitting and Licensure**

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide



the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

#### **9.05 Indemnity**

**TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:**

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

**GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.**

#### **9.06 Assignments**

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

### **9.07 Relationship of the Parties**

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

### **9.08 Technical Guidance Letters**

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

### **9.09 Governing Law and Venue**

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.



#### **9.10 Survivability**

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

#### **9.11 Force Majeure**

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

#### **9.12 No Waiver of Provisions**

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

#### **9.13 Publicity**

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

#### **9.14 Prohibition on Non-compete Restrictions**

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

#### **9.15 No Waiver of Sovereign Immunity**

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

#### **9.16 Entire Contract and Modification**

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

#### **9.17 Counterparts**

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

#### **9.18 Proper Authority**

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

#### **9.19 Employment Verification**

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

#### **9.20 Civil Rights**

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
  1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
  2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
  4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
  7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.



- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: [http://www.hhsc.state.tx.us/about\\_hhsc/civil-rights/brochures-posters.shtml](http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml)
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

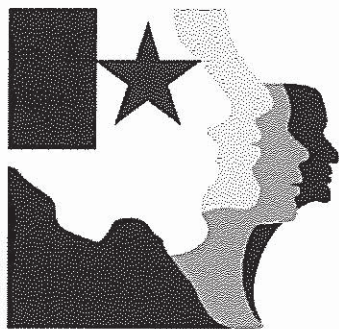
HHSC Civil Rights Office  
701 W. 51<sup>st</sup> Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885.

## Appendix C: HHSC Special Conditions Version 1.0



HHSC Special  
Conditions 1.0.pdf

Note: Appendix C not  
numbered in accordance  
with Open Enrollment



# TEXAS

## Health and Human Services Commission

Health and Human Services Commission  
Special Conditions  
Version 1.0

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## **HHSC SPECIAL CONDITIONS**

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

### **ARTICLE I. SPECIAL DEFINITIONS**

**“Conflict of Interest”** means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

**“Contractor Agents”** means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

**“Custom Software”** means Software developed as a Deliverable or in connection with the Agreement.

**“Data Use Agreement”** means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

**“Federal Financial Participation”** is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

**“Item of Noncompliance”** means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

**“Minor Administrative Change”** refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

**“Other Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

**“Outside the United States”** means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

**“Software”** means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

**“State”** means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

**“Third Party Software”** refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

**“Turnover”** means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

**“Turnover Plan”** means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

**“VUTC”** means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

**“WSD”** means the Work, Services, or Deliverables to be performed or provided under the Contract.

## ARTICLE II. GENERAL PROVISIONS

### 2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

### 2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has



the capability to perform the WSD in accordance with the terms and conditions of the Contract;  
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

### **2.03 Delegation of Authority**

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

### **2.04 Other System Agencies Participation in the Contract**

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

### **2.05 Most Favored Customer**

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

#### **2.06 Assumption After Assignment**

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

#### **2.07 Cooperation with HHSC Vendors**

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

#### **2.08 Renegotiation and Reprocurement Rights**

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

#### **2.09 Solicitation Errors**

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

### **ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES**

#### **3.01 Authority**

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

#### **3.02 Prohibition**

Contractor agrees that, unless specifically authorized in writing by HHSC:



- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

### **3.03 Exception**

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

### **3.04 Remedy**

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

## **ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS**

### **4.01 Qualifications**

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

### **4.02 Conduct and Removal**

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from



performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

#### **4.03 No Authority**

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

#### **4.04 E-Verify**

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

#### **4.05 Subcontractors Not Identified in the Solicitation Response**

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

### **ARTICLE V. PERFORMANCE**

#### **5.01 Measurement**

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

## ARTICLE VI. AMENDMENTS AND MODIFICATIONS

### 6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

### 6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

### 6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

## ARTICLE VII. AUDITS AND RECORDS

### 7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

#### **7.02 Access and Accommodation**

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

#### **7.03 Response to Audits or Inspection Findings**

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

### **ARTICLE VIII. PAYMENT**

#### **8.01 Duty to Make Payment**

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.



## **ARTICLE IX. CONFIDENTIALITY**

### **9.01 Requests for Public Information**

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

### **9.02 Consultant Disclosure**

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

### **9.03 Other Confidential Information**

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES**

**AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.**

## **ARTICLE X. DISPUTES AND REMEDIES**

### **10.01 Agreement of the Parties**

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

### **10.02 Operational Remedies**

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve



Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

#### **10.03 Equitable Remedies**

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

#### **10.04 Continuing Duty to Perform**

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

### **ARTICLE XI. DAMAGES**

#### **11.01 Availability and Assessment**

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

#### **11.02 Specific Items of Liability**

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears



all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.**

## **ARTICLE XII. TURNOVER**

### **12.01 Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

### **12.02 Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

## **ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS**

### **13.01 HHSC Additional Rights**

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

### **13.02 Third Party Software**

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

### **13.03 Software and Ownership Rights.**

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

## **ARTICLE XIV. MISCELLANEOUS PROVISIONS**

### **14.01 Ability to Perform**

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.



#### **14.02 Continuing Duty to Disclose**

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

#### **14.03 Conflicts of Interest**

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

#### **14.04 Flow Down Provisions**

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

#### **14.05 Recruitment Prohibition**

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

#### **14.06 Manufacturer's Warranties**

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

#### **14.07 Cooperation with HHSC Designees**

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

#### **14.08 Notice of Litigation or Contract Action**

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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## Appendix D: Healthy Texas Women Certification

**Legal Business Name  
of Applicant:** \_\_\_\_\_

This certification pertains to the following billing or performing provider:

Provider Name \_\_\_\_\_  
Federal Tax ID Number \_\_\_\_\_ NPI  
Number \_\_\_\_\_

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address \_\_\_\_\_  
Street Address City/State/Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_

Provider's primary physical address:

Street Address \_\_\_\_\_  
Street Address City/State/Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_

### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or  
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.



My name is \_\_\_\_\_. I am the provider or, if the provider is an organization, I am the provider's (title or position) \_\_\_\_\_. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☐ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☐ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☐ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☐ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☐ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

**I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.**

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)



Effective Date of Certification \_\_\_\_\_ through 12/31/ \_\_\_\_\_

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix E: Women at or Below 200% FPL

### Women At or Below 200 % FPL - From Census Small Area Health Insurance Estimates 2013

#### Texas

	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.



**Women At or Below 200  
% FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service  
Region - 1**

COUNTY	Women at or Below 200 % FPL	% by County
ARMSTRONG	266	0.2%
BAILEY	1,696	1.1%
BRISCOE	290	0.2%
CARSON	655	0.4%
CASTRO	1,885	1.2%
CHILDRESS	1,103	0.7%
COCHRAN	709	0.4%
COLLINGSWORTH	662	0.4%
CROSBY	1,414	0.9%
DALLAM	1,564	1.0%
DEAF SMITH	3,028	1.9%
DICKENS	370	0.2%
DONLEY	657	0.4%
FLOYD	1,261	0.8%
GARZA	799	0.5%
GRAY	3,540	2.2%
HALE	7,759	4.9%
HALL	747	0.5%
HANSFORD	872	0.5%
HARTLEY	539	0.3%
HEMPHILL	493	0.3%
HOCKLEY	4,044	2.5%
HUTCHINSON	3,680	2.3%
KING	51	0.0%
LAMB	3,078	1.9%
LIPSCOMB	514	0.3%
LUBBOCK	56,404	35.3%
LYNN	1,077	0.7%
MOORE	4,633	2.9%
MOTLEY	211	0.1%
OCHILTREE	1,687	1.1%
OLDHAM	325	0.2%
PARMER	2,109	1.3%
POTTER	28,121	17.6%
RANDALL	16,350	10.2%
ROBERTS	84	0.1%
SHERMAN	566	0.4%
SWISHER	1,567	1.0%
TERRY	2,692	1.7%
WHEELER	798	0.5%
YOAKUM	1,286	0.8%
<b>HSR 1 Total</b>	<b>159,586</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %  
FPL**

**From Census Small Area Health Insurance Estimates  
2013**

**Health Service Region - 2**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ARCHER	1,106	1.1%
BAYLOR	684	0.7%
BROWN	6,945	7.2%
CALLAHAN	2,202	2.3%
CLAY	1,411	1.5%
COLEMAN	1,788	1.9%
COMANCHE	2,697	2.8%
COTTLE	327	0.3%
EASTLAND	3,468	3.6%
FISHER	587	0.6%
FOARD	245	0.3%
HARDEMAN	769	0.8%
HASKELL	975	1.0%
JACK	1,295	1.3%
JONES	2,676	2.8%
KENT	120	0.1%
KNOX	783	0.8%
MITCHELL	1,143	1.2%
MONTAGUE	3,193	3.3%
NOLAN	2,906	3.0%
RUNNELS	1,893	2.0%
SCURRY	2,497	2.6%
SHACKELFORD	537	0.6%
STEPHENS	1,686	1.8%
STONEWALL	233	0.2%
TAYLOR	25,848	26.9%
THROCKMORTON	243	0.3%
WICHITA	22,325	23.2%
WILBARGER	2,570	2.7%
YOUNG	3,070	3.2%
<b>HSR 2 Total</b>	<b>96,222</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below  
200 % FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service Region - 3**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
COLLIN	77,422	6.6%
COOKE	6,176	0.5%
DALLAS	523,961	44.4%
DENTON	81,800	6.9%
ELLIS	23,896	2.0%
ERATH	7,946	0.7%
FANNIN	5,547	0.5%
GRAYSON	20,949	1.8%
HOOD	6,598	0.6%
HUNT	16,419	1.4%
JOHNSON	23,783	2.0%
KAUFMAN	16,596	1.4%
NAVARRO	10,411	0.9%
PALO PINTO	5,625	0.5%
PARKER	14,534	1.2%
ROCKWALL	7,745	0.7%
SOMERVELL	1,240	0.1%
TARRANT	320,676	27.2%
WISE	8,565	0.7%
<b>HSR 3 Total</b>	<b>1,179,889</b>	<b>100%</b>

1. Women at or under 200% FPL according to the U.S.  
Census Bureau's 2013 Small Area Health Insurance  
Estimates (SAHIE) model.

**Women At or Below  
200 % FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service Region - 4**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ANDERSON	8,602	4.2%
BOWIE	17,113	8.4%
CAMP	2,800	1.4%
CASS	5,650	2.8%
CHEROKEE	10,647	5.2%
DELTA	972	0.5%
FRANKLIN	1,964	1.0%
GREGG	22,536	11.1%
HARRISON	11,989	5.9%
HENDERSON	14,841	7.3%
HOPKINS	6,946	3.4%
LAMAR	9,866	4.8%
MARION	1,969	1.0%
MORRIS	2,615	1.3%
PANOLA	3,761	1.8%
RAINS	1,861	0.9%
RED RIVER	2,495	1.2%
RUSK	8,611	4.2%
SMITH	38,388	18.8%
TITUS	7,514	3.7%
UPSHUR	6,817	3.3%
VAN ZANDT	8,958	4.4%
WOOD	6,951	3.4%
<b>HSR 4 Total</b>	<b>203,866</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.



**Women At or Below 200 % FPL**  
**From Census Small Area Health Insurance**  
**Estimates 2013 Health Service Region - 5**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ANGELINA	18,460	13.1%
HARDIN	7,547	5.3%
HOUSTON	4,227	3.0%
JASPER	6,496	4.6%
JEFFERSON	46,964	33.2%
NACOGDOCHES	13,788	9.8%
NEWTON	2,492	1.8%
ORANGE	13,198	9.3%
POLK	8,089	5.7%
SABINE	1,714	1.2%
SAN AUGUSTINE	1,767	1.3%
SAN JACINTO	4,779	3.4%
SHELBY	5,660	4.0%
TRINITY	2,790	2.0%
TYLER	3,379	2.4%
<b>HSR 5 Total</b>	<b>141,350</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

## Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates  
2013

### Health Service Region - 6

COUNTY	Women at or Below 200 % FPL	% by County
AUSTIN	4,089	0.4%
BRAZORIA	40,902	3.7%
CHAMBERS	3,923	0.4%
COLORADO	3,460	0.3%
FORT BEND	68,183	6.1%
GALVESTON	43,326	3.9%
HARRIS	836,220	75.2%
LIBERTY	13,512	1.2%
MATAGORDA	6,756	0.6%
MONTGOMERY	64,343	5.8%
WALKER	10,972	1.0%
WALLER	8,138	0.7%
WHARTON	7,548	0.7%
<b>HSR 6 Total</b>	<b>1,111,372</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below 200  
% FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service  
Region - 7**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
BASTROP	13,121	2.5%
BELL	63,113	12.0%
BLANCO	1,456	0.3%
BOSQUE	2,946	0.6%
BRAZOS	44,561	8.5%
BURLESON	2,758	0.5%
BURNET	7,098	1.4%
CALDWELL	7,945	1.5%
CORYELL	14,013	2.7%
FALLS	3,328	0.6%
FAYETTE	3,309	0.6%
FREESTONE	3,066	0.6%
GRIMES	4,314	0.8%
HAMILTON	1,443	0.3%
HAYS	27,590	5.3%
HILL	6,826	1.3%
LAMPASAS	3,428	0.7%
LEE	2,428	0.5%
LEON	2,735	0.5%
LIMESTONE	4,445	0.8%
LLANO	2,736	0.5%
MADISON	50,615	9.7%
MCLENNAN	2,408	0.5%
MILAM	4,562	0.9%
MILLS	874	0.2%
ROBERTSON	3,352	0.6%
SAN SABA	1,106	0.2%
TRAVIS	181,409	34.6%
WASHINGTON	5,173	1.0%
WILLIAMSON	51,645	9.9%
<b>HSR 7 Total</b>	<b>523,803</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below 200  
% FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service  
Region - 8**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ATASCOSA	9,105	1.8%
BANDERA	2,804	0.6%
BEXAR	346,692	69.3%
CALHOUN	3,991	0.8%
COMAL	13,462	2.7%
DEWITT	3,028	0.6%
DIMMIT	2,579	0.5%
EDWARDS	359	0.1%
FRIO	3,510	0.7%
GILLESPIE	3,233	0.6%
GOLIAD	1,014	0.2%
GONZALES	4,348	0.9%
GUADALUPE	19,872	4.0%
JACKSON	2,231	0.4%
KARNES	2,027	0.4%
KENDALL	3,526	0.7%
KERR	7,748	1.5%
KINNEY	504	0.1%
LA SALLE	1,226	0.2%
LAVACA	2,766	0.6%
MAVERICK	15,928	3.2%
MEDINA	7,513	1.5%
REAL	628	0.1%
UVALDE	6,383	1.3%
VAL VERDE	10,163	2.0%
VICTORIA	16,370	3.3%
WILSON	5,567	1.1%
ZAVALA	3,427	0.7%
<b>HSR 8 Total</b>	<b>500,004</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.



## Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates  
2013

### Health Service Region - 9

COUNTY	Women at or Below 200 % FPL	% by County
ANDREWS	2,291	2.3%
BORDEN	66	0.1%
COKE	494	0.5%
CONCHO	447	0.5%
CRANE	644	0.7%
CROCKETT	620	0.6%
DAWSON	2,268	2.3%
ECTOR	27,494	27.8%
GAINES	3,771	3.8%
GLASSCOCK	118	0.1%
HOWARD	5,602	5.7%
IRION	185	0.2%
KIMBLE	791	0.8%
LOVING	16	0.0%
MARTIN	813	0.8%
MASON	688	0.7%
MCCULLOCH	1,627	1.6%
MENARD	405	0.4%
MIDLAND	19,938	20.2%
PECOS	2,388	2.4%
REAGAN	500	0.5%
REEVES	2,238	2.3%
SCHLEICHER	530	0.5%
STERLING	101	0.1%
SUTTON	545	0.6%
TERRELL	144	0.1%
TOM GREEN	20,662	20.9%
UPTON	477	0.5%
WARD	1,737	1.8%
WINKLER	1,185	1.2%
<b>HSR 9</b>	<b>98,785</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %  
FPL**

**From Census Small Area Health Insurance**

**Estimates 2013 Health Service Region - 10**

<b>COUNTY</b>	<b>Women at or Below 200 %</b>	<b>% by County</b>
BREWSTER	1,612	0.8%
CULBERSON	536	0.3%
EL PASO	204,281	97.6%
HUDSPETH	882	0.4%
JEFF DAVIS	295	0.1%
PRESIDIO	1,625	0.8%
<b>HSR 10 Total</b>	<b>209,231</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 % FPL  
From Census Small Area Health Insurance  
Estimates 2013**

**Health Service Region - 11**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ARANSAS	4,015	0.7%
BEE	5,575	1.0%
BROOKS	1,736	0.3%
CAMERON	120,451	21.0%
DUVAL	2,245	0.4%
HIDALGO	238,742	41.6%
JIM HOGG	1,172	0.2%
JIM WELLS	8,378	1.5%
KENEDY	100	0.0%
KLEBERG	6,618	1.2%
LIVE OAK	1,464	0.3%
MCMULLEN	49	0.0%
NUECES	68,351	11.9%
REFUGIO	1,149	0.2%
SAN PATRICIO	11,644	2.0%
STARR	18,922	3.3%
WEBB	74,695	13.0%
WILLACY	5,168	0.9%
ZAPATA	3,677	0.6%
<b>HSR 11 Total</b>	<b>574,151</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

# **Attachment B – Contractor’s Revised Program Forms**



**FORM H: FUNDING REQUEST AND CLIENTS SERVED****Legal Business Name of****Respondent:** Ibn Sina Foundation (ISF)**Funding Requests**

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

<b>Total Funding Request</b>	\$ 296,370
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**Clients Served:**

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

**Table 1: Clinical Services**

<b>Proposed Number of Clinical Clients to be Served:</b>	2,050
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## FORM I: WORK PLAN

**Legal Business Name of**

**Respondent:**

**Program component 1 - Program Administration and Management:**

**a. Identify the services respondent proposes to provide;**

Through the Healthy Texas Women project the following services will be provided to female clients between 15 and 44 years of age.

(a) Women Health services: Women health services including annual well examination, sick visit, STI treatment, HIV screening, health education, nutrition counseling and immunization.

(b) Family Planning services: Birth Control, pregnancy testing, contraception services including LARC, STI testing and treatment, family planning counseling and education.

(c) Chronic medical disease and screening services: Screening and treatment for hypertension, diabetes, and cholesterol, and breast and cervical cancer screenings.

**b. Identify the Priority Population to be served;**

The target the priority population will be;

- Uninsured low income women between 15-44 years of age.
- Living at or below the 200% Federal Poverty Level
- must be US Citizens or legal immigrants.
- Priority population area will be in Harris, Fort Bend, Galveston, Brazoria and Jefferson Counties.

**c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;**

**Delivery System:** Currently Ibn Sina Foundation's community clinic system includes five (5) community clinics and sixth pediatric clinic. These clinics are fully equipped and are operational; clinics are open extended hours and also deliver services on weekends. These clinics provide high quality integrated primary healthcare services to uninsured and underinsured men, women and children. The Southwest Houston clinic delivers all component of HTW services along with optional services of nutritional counseling, health screening, comprehensive dental and social services. This facility has large waiting area, 6 exams rooms, procedure rooms, 4 dental operatories, digital x-rays, laboratory, ophthalmology rooms and special space for nutritional and mental health counseling. Ibn Sina Foundation Community Clinic - Clear Lake has 5 exam rooms, 3 dental chairs along with imaging (panoramic dental x rays) and comprehensive dental services. Ibn Sina Foundation's Community Clinic for Pediatrics offers 6 rooms with one procedure room. Ibn Sina Foundation Community Clinic – South Post Oak has 6 exam rooms and 4 dental chairs. Ibn Sina Foundation's Community Clinic – Port Arthur has 4 exam rooms and 2 dental chairs. Ibn Sina Foundation's Community Clinic – North shepherd has 6 exam rooms and 4 dentals operatories.

**Workforce:** Ibn Sina Foundation currently employees 79 full-time employees, including administrative staff for eligibility screening, nurse aid, lab technicians, radiology techs, dental assistants and other essential nursing staff; with 13 part-time staff for medical records, follow up treatment and data entry; 12 contracting physicians, including pediatricians, family practice, physician assistants, and mental health counselors; 5 dentists with special expertise on needs of all

ages. Ibn Sina Foundation has 12 volunteer specialist physicians including pediatricians, interns, family practitioners, Gynecologist, cardiologist, ophthalmologist, neurologist and psychiatrist. All are multilingual and diverse staff.

**Policies:** The board of directors and EO develop policies; board of directors approve policies. EO implements it. The following policies are available: Personnel; clinical management; quality assurance, financial management; and operational.

**Policy Making:** EO and his team recommended policies based on the community needs assessment or best practices in Ibn Sina Foundation; board of directors approve policies. The EO sets course for implementation.

**Support Systems:** New staff is trained during orientation. Training is held onsite and at offsite locations, when sponsored by DSHS and other agencies. Training topics include: Human Resource Policies; Clinical Reviews; Equipment Handling; HIPPA Laws and Regulations; Domestic Violence and Human Trafficking; Child Abuse Prevention, Detection, and Reporting; CPR; and OSHA compliance. Program training is provided to the program staff by the Program Officer (PO). Training will also be arranged and provided to the future program staff of HTW program after funding approval. ISF has experienced and knowledgeable billing staff who report to the Program Officer (PO) for the program billing. All program billing logs are maintained by the CPO. All the financial and administrative systems are monitored and maintained by the EO.

**Confidential Data Storage:** Ibn Sina Foundation has created a secure client record system at all its clinic sites. All clinics have separate record rooms in which all the records are organized and readily accessible. All efforts are undertaken to prevent a breach of confidentiality and security. All computers are password protected and encrypted.

**Infrastructure:** Ibn Sina Foundation's community clinics are equipped for comprehensive primary health care services and specialty care for pediatrics, gynecology, ophthalmology, podiatry, cardiovascular diseases prevention, mental health and diabetes education. Other features of Ibn Sina Foundation community clinics include state-of-the art imaging facilities such as x-ray, ultrasound and stress testing facilities.

**Capacity to Achieve Services:** Ibn Sina Foundation Community Clinic System has the capacity, through its five clinics, to provide integrated primary healthcare services to the indigent population living in the Harris County and its surroundings. ISF is already a contractor for PHC program for last 6 years. During this period, ISF provided over 10,000 patients visits through primary health care program. Ibn Sina Foundation, in total, has provided comprehensive primary care and dental services to more than 550,000 individuals since the organization's inception.

**Include a copy of the Institutional Review Board's approval if the respondent is currently conducting research on individuals who receive services through any HHSC-funded programs;**

Ibn Sina Foundation does not conduct any research on individuals who receive services through any HHSC funded programs.

**d. Provide an organizational Chart.**

Please see Appendix B

**Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians;**

Please see Appendix C

- e. Describe how respondent will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.**

Ibn Sina Foundation has an existing program division which operate existing Texas Department State Health Services program such as Title V, Expanded Primary Healthcare and Primary Healthcare Programs. Program Officer operate these programs.

This division will operate Healthy Texas Women Program through its existing program staff.

This program department will include Healthy Texas Women Program on program approval. ISF will use its existing staff. Program budget will be utilized with proportionate percentage of time utilized by staff for specific program. Budget will be monitored at different level of the account department. Financial Officer will monitor on weekly basis and Program Officer monitor the budget on monthly basis.



**FORM I: WORK PLAN**

<b>Program Component A</b> <b>Program Administration and Management</b>				
<b>Goals:</b> To implement, administer and manage Healthy Texas Women program in all Ibn Sina Community Clinics.				
<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
To provide access and services to 2,050 eligible women in a culturally sensitive way through HTW program	Medical Equipment availability	Yearly Inventory maintenance and calibration	Executive Officer	12/2016 Once a year
	Clinic access	Appropriate information clinic	Clinic Managers	07/01/2016 – 08/31/2017
	Clinic Timing	Appropriate information clinic timing	Clinic Managers	07/01/2016 – 08/31/2017
	Appropriate clinic staff availability	Appropriate clinical staff hiring and scheduling	Clinic Managers	07/01/2016 – 08/31/2017
	Program eligibility staff availability	Appropriate program staff hiring and scheduling	Program officers	07/01/2016 – 08/31/2017
	Availability of bilingual staff	Hiring of bilingual staff	Clinic manager CEO	07/01/2016 – 08/31/2017
	Facility maintenance	Yearly facility review	Clinic Managers	12/2016 Once a year
	Supplies and clinic material	Supplies check and balances.	Clinic Managers	07/01/2016 – 08/31/2017

## **Program component 2 - Quality Assurance/Quality Improvement:**

**1. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Respondent must include job titles and qualifications of the identified individuals;**

The role of QM committee is to formulate standard, update policies and set standard according to national guidelines. The QM committee meet quarterly and address the issues accordingly. The committee also has the role to review staff performance and send feedback to HR, as well as update quarterly report to the board of Ibn Sina Foundation. QA committee consists of Executive officer, Medical Directors, financial Officers, Dental Director, Program Officer, Clinic Managers and Program Officers

### **2a. Medical Director's involvement in the QA/QI activities;**

Medical Director reviews charts and performs medical audits regularly. He/ she discusses clinical issues related to clinical services provided and respond accordingly to complaints received by the QM committee. Medical director reviews the charts on weekly basis to identify possible areas needing improvement and identify corrective measures to appropriate staff.

### **2b. Activities used to identify trends of needed improvement and the frequency of those activities;**

Quality Improvement activities include a variety of systems to measure and improve clinical services at ISF. The following activities and mechanism is used to support improvement in areas that reflect important aspects of quality of care and service.

- All managers and program officers meet with QA committee on a quarterly basis.
- Staff Evaluation done on yearly basis.
- Client satisfaction surveys and routine monitoring indicators are designed to measure performance.
- Medical and Dental directors review records on monthly basis to identify possible areas needing improvement and identify corrective measures to appropriate staff.
- Facility review on yearly basis.

### **2c. Activities to ensure correction and follow-up to findings identified;**

Medical and Dental Director review patients records on monthly basis and update the QA committee on quarterly meetings; In case of clinical findings or errors, MD reports to QM committee to review and suggest corrective measures. QM team take action; records and reports these measure to the Board of ISF.

### **2d. Use and frequency of client satisfaction surveys;**

System is in place and patient's complete satisfaction surveys; analysis is required to be done by statistician. Adverse outcomes are reported and monitored by staff and reviewed by QA committee.

**2e. System used to identify, report, and monitor adverse outcomes; and**

ISF has system in place to identify the **outcomes** of sentinel events. This is the responsibility of manager to monitor that system, identify any **adverse outcome** and solve the issues. The manager is responsible for documenting and tracking adverse outcomes and working with the EO in identifying corrective actions needed. The EO determines whether an identified adverse outcome is reported to the QA committee as a part of the peer review process. Upon completion of corrective actions, the EO makes a follow up report to the QA committee.

**2f. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.**

Development of protocols and Standing Delegation Orders (SDO) will be monitored by the management staff; physicians sign SDO for allied health clinical staff whereas, medical director signs SDO for NP and PA under his supervision. ISF reviews existing policies and procedures, protocols, and standing delegation orders on an annual basis.

**FORM I: WORK PLAN**

<b>Program Component B</b> <b>Quality Assurance/Quality Improvement</b>				
<b>Goals:</b> Provide Women Health and Family Planning services in compliance with HTW and HHSC guidelines.				
<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
Successful program evaluation in which ISF HTW program is in 100% compliance with all HTW program and HHSC standards.  To provide access to high quality Women Health Services to eligible Healthy Texas Women participants (in 100 % compliance with HHSC guidelines).	Monthly QA clinic audits and chart audits.	ISF review points.	Medical Director	7/01/2016 – 08/31/2017 Each month.
	Patient satisfaction surveys.	Monthly check by QA	Executive Officer.	07/01/2016 – 08/31/2017 Each month.
	Quarterly QA meetings	Attendance log	Executive Officer.	Quarterly 07/2016 11/2016 03/2017 07/2017
	Monthly eligibility and billing review.	Log sheet	Medical Director EO	07/01/2016 – 08/31/2017 Each month.
	Review of SDO and Protocols.	Annually.	Medical Director	07/01/2016 – 08/31/2017 Each month.
	Review of medical provider's licensure.	Annually	Program Officer	12/2016
	Review of all facilities.	Annually	Program Officer	12/2016



### **Program component 3 - Professional Development:**

#### **A. Describe how respondent will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures;**

Since inception, ISF has provided high quality, equitable and affordable healthcare services to low income, uninsured and underprivileged communities. ISF has achieved this through its high skilled, committed and experience staff. ISF has adopted, Quality Management philosophy, a philosophy to provide nothing but the best health care to the community with the national standard as its focus. This philosophy has made its way into the daily operations at all ISF clinics. One of the key components of implementing the QM philosophy is the to have a Continuous Quality Management program. ISF has continuous QM system and mechanism in placed which monitors and evaluate the indicator required for quality.

ISF is one of the contractor of Texas Department State Health Services for almost decade. It has all the mechanisms and systems in placed to monitor any new program and project. With the funding approval of HTW program, ISF will ensure that the continuous quality management program will monitor all the component of the program efficiently. ISF will design, develop and modify existing continuous QM plan according to the guidelines of HHSC and requirement of HTW program.

For HTW program, ISF will monitor QM activities on monthly basis. All the activities will be designed in compliance with HHSC program guidelines and requirements. The QM activities to monitor the program services competencies are

- Patients clinical chart review
- Healthcare professional Licensure credentialing
- Staff Training and development
- HTW program and performance measurement check and evaluation
- QA meetings minutes
- Review of Standing Delegation Orders (SDO's) and Protocols
- Staff performance evaluation
- Facility review
- Monitoring and evaluation of outreach program
- Monthly adverse outcome and incidents reporting
- Annual Quality Assurance plan evaluation

#### **Healthcare Professional development and training**

With HTW funding, ISF will provide support and assistance to its healthcare professionals to increase their knowledge in women health and family planning program through continuous education, attending Women Health Conferences, through Workshops and LARC training. This will ensure that all the healthcare professionals working in ISF will better equipped with maximum knowledge and information required to deliver services through HTW program.

### **Healthy Texas Women Program Training (Austin, TX)**

ISF will ensure and encourage that all of its providers will attend provider's conference organized in Austin by HHSC. This will allow healthcare professionals to have direct information of HTW program.

### **LARC Training**

Currently, all ISF's medical providers are trained in LARC methods of contraception including injection. ISF will ensure, support and assist that these training will be organized on a yearly basis in the future and all the providers will attend these workshop for professional development. With HTW program, the cost of LARC can be addressed for low income and uninsured eligible clients.

### **Culturally sensitivity – ISF patients**

- 80 % of patients coming to Ibn Sina Community clinics clinic are from diverse ethnic background. They speak multiple languages and have cultural diversities.
- ISF hire staff who speak multiple languages.
- All ISF medical providers are from diverse cultural background, most of them are bilingual.
- ISF has Spanish staff at all its clinic.
- All Board members of Ibn Sina Foundation are from diverse cultural background.

ISF recruits staff members who reflect the cultural diversity of the community served. This removes barrier to accessing healthcare and develops trust between patient and medical providers.

### **B. Identify staff, including job titles that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.**

- Executive Officer, Program Officer and Case Manager are the key program staff. ISF will ensure that the key program staff will attend all HHSC required training. This staff is required to attend HTW training in person in Austin/ Houston or participate in remote training.
- ISF also ensures that ISF Medical Director and medical providers will attend an annual clinical conference in Austin, if organized by HHSC.
- Executive Officer and Program Officer will attend all webinar and conference calls required by program.
- It is the responsibility of the Program Officer to arrange within-network training for ISF's staff who have not attended the HHSC training in Austin TX. This will allow all staff to understand the scope, objective and goals of HTW program. These trainings will be organized twice a year.
- It is the responsibility of the Program Officer to update all ISF staff, through the release of memos, about any updates and changes in the program.

**FORM I: WORK PLAN****Program Component C Professional Development**

**Goals:** All the Ibn Sina Medical providers and staff should be fully trained for Healthy Texas Women Program.

Objectives	Activities	Measurement	Staff Responsible	Completion Date
Provide ISF staff training according to HTW program guidelines; manual of operation; standards; policies; procedures; and form completion.	Provide onsite introduction and training to all the staff about program objective, requirement, and eligibility.	Attendance logs.	Program Officer	08/2016
To provide professional training to ISF staff to implement Healthy Women Program in accordance to program guidelines	Attend HTW training sessions and event in Austin TX.	Attendance Logs	Program Officer	12/2016
	Within network Eligibility and Billing training	Attendance logs.	Program Officer	Twice year 07/2016 12/2017.
	Training of new staff	New staff training log	Program Officer.	When required at time of new hiring.
	LARC training at Austin TX (HHSC)	Attendance log.	Program Officer	Once year organize by HHSC. (probably 12/2016)
	ISF LARC training	Log sheet	Executive Officer	Twice a year (organize by ISF) 08/2016 03/2017

**Program component 4 - Recruitment**

**Describe how respondent will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.**

ISF has a unique promotion and outreach framework to promote the HTW program by implementing various promotion activities currently been used to elevate various DSHS programs it holds. Through this program, the objective is to aware and enroll the eligible low income and uninsured women, between ages 15 – 44 years, in HTW program.

**Media Outreach**

ISF will ensure outreach will be provided to the priority population through media outreach and social networking. ISF will organize media awareness in the community by radio broadcast and sessions to aware and educate the community about women's health and family planning issues. ISF will also broadcast PSA for program promotion. ISF will use newspaper for community awareness and promote HTW program.

**In reach program**

ISF is currently one of the contractor of EPHC program. It has 5,000 EPHC clients. ISF will arrange in reach strategies to call these eligible patients to enroll in HTW program. ISF will ensure that HTW clients will receive in reach assistance in family planning educational materials; pharmacy services; chronic disease screening like diabetes, hypertension, cholesterol; and immunizations. In reach services will be provided at all 5 Ibn Sina Community clinics locations.

**Education Program**

ISF will collaborate with women groups, such Ismaili Women Group Houston, Vietnamese women association with Hope clinic, and Beaumont Social Welfare Board, and conduct education programs. Following education topics will be discussed:

1. Family planning and birth spacing
2. Women's health
3. HTW program
4. STI
5. HIV
6. Teen pregnancy
7. Methods of contraception
8. Behavioral change

**FORM I: WORK PLAN****Program Component D Recruitment****Goal:** Awareness in the community regarding importance of women health and family planning.

Objectives	Activities	Measurement	Staff Responsible	Completion Date
To Provide Culturally relevant material to patients and health fair attendees. Educate and aware them of importance of women health and family planning.	12 Radio sessions	Media communication log.	Executive Officer (EO)	07/01/2016 – 08/31/2017
	12 Newspaper Program promotion	Media Communication Log	Executive Officer (EO)	07/01/2016 – 08/31/2017
To aware community about women Health and family planning program	Flea Market outreach and screening	Community Outreach log.	Community Outreach Officer Program Officer	08/2016 10/2016 12/2016 03/2017 05/2017 06/2017 07/2017



### **Program component 5 -Long-Acting Reversible Contraception (LARC) Usage:**

**a. Describe which LARC methods will be provided at respondent's clinic(s) and which LARC methods will be provided by referral only;**

All Ibn Sina Medical Provider are experienced, well trained and skilled in providing LARC services to HTW clients. All LARC services will be provided at all Ibn Sina Clinics. ISF will not refer any of its clients for LARC.

**b. Describe efforts respondent will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and**

ISF is an existing contractor for EPHC program. Since the inception of this program, ISF utilized LARC as first option. With the approval and availability of HTW, ISF will ensure to promote LARC through patient accessibility, patient education, staff training, health care professional development and increase outreach. The following strategies will be implemented at all ISF clinics to increase the usage of LARC.

- All Ibn Sina Community clinic will post LARC posters for use in all clinic waiting areas, exam rooms and staff break rooms. This helps patient visualize options and provides effectiveness rates.
- ISF will arrange training sessions for its clinical and non-clinical staff on LARC training.
- ISF medical providers will encourage and offer all women, especially teenagers (with prior parental consent) coming to the clinic LARC as a first choice of contraception.
- Arrange LARC training for healthcare professional.
- Train all the non-clinical staff about the importance, usage and benefits of LARC. Train the non-clinical staff in patient counseling so the staff is better trained in providing better options to the patients during the screening process. Train case managers for contraception counseling.

**c. Describe professional development opportunities that respondent will employ for staff related to LARC utilization and education.**

ISF strongly committed for staff to pursue opportunities for professional development. For HTW program, ISF will ensure that women have access to acceptable, effective methods that allow them to achieve program family planning goals.

For HTW program, ISF will design a program to help its staff to enhance their performance in LARC utilization and education. This program will provide learning experiences that will enhance staff knowledge about LARC utilization and education.

- ISF will arrange annual staff training regarding LARC utilization and its benefits at all its community clinics.
- ISF will encourage non-clinical staff to receive training to become contraceptive counselors through LARC first program.
- ISF will support all staff for LARC training.
- LARC training will be included in orientation training for new staff.

**FORM I: WORK PLAN****Program Component E LARC Usage****Goals:** Increase use of long-acting reversible contraceptive (LARC) methods among women of childbearing age.

Objectives	Activities	Measurement	Staff Responsible	Completion Date
To educate and improve understanding of women about the benefits and effectiveness of LARC method.	LARC posters in clinic waiting area, exam rooms and staff room.	Monthly facility visits.	Program Officer	07/01/2016 – 08/31/2017 Each month.
	LARC material provided to all the HTW patients at time screening and enrollment.	Observational evaluation of screening staff.	Program Officer	07/01/2016 – 08/31/2017 Each month.
	LARC education training of ISF staff.	Attendance sheet	Program Officer	07/2016
Training to medical providers	LARC training	Attendance log	Executive Officer	Twice a year 11/2016 05/2017

# **Attachment C – Contractor’s Revised Budget**

## General Instructions for Completing Budget Forms

In preparing the budget, you must budget all costs that your organization will incur in carrying out the Healthy Texas Women Program. Instructions for completing the budget template follow:

- \* Enter the legal name of your organization in the space provided for "Legal Name of Respondent" on the budget summary page. Doing so will populate the budget category detail templates with the organization's name.

\*

Complete each budget category detail template. If a primary budget category detail template does not accommodate all items in your budget, use the respective supplemental budget templates at the end of this workbook. The total of each supplemental category detail budget template will automatically populate to the last line of the respective primary budget category template.

- \* After you complete each budget category detail template, go to the Budget Summary.
- \* Distribute the total amount in column 1 in each budget category manually among the various funding sources (columns 2 through 6).
- \* Refer to the table below the budget template table to verify that the amounts distributed (Distribution Total) in each budget category equals the "Budget Total" for each respective category. Next, verify that the overall total of all distributions (Distribution Totals) equals the Budget Total.
- \* Fill all budget forms out in **WHOLE DOLLARS**.

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# **FORM F: BUDGET SUMMARY (REQUIRED)**

Legal Name of Respondent:

Ibn Sina Foundation

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$182,700	\$147,700	\$35,000
B. Fringe Benefits	\$20,097	\$16,247	\$3,850
C. Travel	\$10,673	\$10,673	
D. Equipment	\$0	\$0	
E. Supplies	\$103,060	\$14,350	\$88,710
F. Contractual	\$291,600	\$91,800	\$199,800
G. Other	\$15,600	\$15,600	
H. Total Direct Costs	\$623,730	\$296,370	\$327,360
I. Indirect Costs	\$0	\$0	
J. Total (Sum of H and I)	\$623,730	\$296,370	\$327,360

**NOTE:** The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in **whole dollars**. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$182,700	\$182,700	Fringe Benefits	\$20,097	\$20,097
	Travel	\$10,673	\$10,673	Equipment	\$0	\$0
	Supplies	\$103,060	\$103,060	Contractual	\$291,600	\$291,600
	Other	\$15,600	\$15,600	Indirect Costs	\$0	\$0

<b>TOTAL FOR:</b>	Distribution Totals	\$623,730	Budget Total	\$623,730
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List any budget assumptions below:  
Please see Section 4 for budget assumption.

# **FORM F-1: PERSONNEL Budget Category Detail Form**

Legal Name of Respondent:

Ibn Sina Foundation

PERSONNEL		Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed	Executive Officer	N	To over see Progmatic issue of network	0.2	N/A	\$7,000.00	14	\$19,600
	Program Officer	N	Provides Programatic oversight and management	0.2	N/A	\$4,000.00	14	\$11,200
	Case Manager - Wilcrest Clinic	N	Provide case management and eligibility Services	0.2	N/A	\$2,400.00	14	\$6,720
	Case Manager - Clear Lake Clinic	N	Provide case management and eligibility Services	0.2	N/A	\$2,400.00	14	\$6,720
	Case Manager - Post Oak Clinic	N	Provide case management and eligibility Services	0.2	N/A	\$2,400.00	14	\$6,720
	Case Manager - Port Arthur Clinic	N	Provide case management and eligibility Services	0.2	N/A	\$2,400.00	14	\$6,720
	Case Manager - North Sheperd Clinic	N	Provide case management and eligibility Services	0.2	N/A	\$2,000.00	14	\$5,600
	Community Outreach Coordinator	N	Provide Community Outreach Services	0.25	NA	\$3,000.00	14	\$10,500
	Nursing Staff - Wilcrest Clinic	N	Provides Clinical care to HTW Pts.	0.2	NA	\$2,400.00	14	\$6,720
	Nursing Staff - Clear Lake Clinic	N	Provides Clinical care to HTW Pts.	0.2	NA	\$2,400.00	14	\$6,720
	Nursing Staff - Post Oak Clinic	N	Provides Clinical care to HTW Pts.	0.2	NA	\$2,400.00	14	\$6,720
	Nursing Staff - Port Arthur Clinic	N	Provides Clinical care to HTW Pts.	0.2	N/A	\$2,400.00	14	\$6,720
	Nursing Staff - North Sheperd Clinic	N	Provides Clinical care to HTW Pts.	0.2	N/A	\$2,400.00	14	\$6,720
	TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS						SalaryWage Total	\$182,700

**FRINGE BENEFITS** Itemize the elements of fringe benefits in the space below:

FICA, Workman Comp, Insurance and other Benefits

	Fringe Benefit Rate %	11.00%
	Fringe Benefits Total	\$20,097

# **FORM F-2: TRAVEL Budget Category Detail Form**

Legal Name of Respondent:

Ibn Sina Foundation

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days/Employees		
DSHS Training	3 CASE MANAGER ATTEND HTW TRAINING IN AUSTIN	AUSTIN	2/4	Mileage	\$400
				Airfare	
				Meals	\$320
				Lodging	\$350
				Other Costs	
				Total	\$1,070
DSHS Training	2 MEDICAL PROVIDER ATTEND HTW CLINICAL CONFERENCE & TRAINING IN AUSTIN	AUSTIN	2/2	Mileage	\$350
				Airfare	
				Meals	\$300
				Lodging	\$328
				Other Costs	
				Total	\$978
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Total for Conference / Workshop Travel

\$2,048

**Other / Local Travel Costs**

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
<b>Program Officer - Travelling all five ISF clinics for 100 miles a week for 60 weeks</b>	6000	\$0.575	\$3,450		\$3,450
<b>Community Outreach Coordinator</b> 100 miles a week for 60 weeks for program outreach, program promotion and health fairs	6000	\$0.575	\$3,450		\$3,450
<b>Medical Director - Travelling all five ISF clinics for 50 miles a week for 60 weeks for program oversight</b>	3000	\$0.575	\$1,725		\$1,725
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

**Total for Other / Local Travel** **\$8,625**

**Other / Local Travel Costs:** **\$8,625** **Conference / Workshop Travel Costs:** **\$2,048** **Total Travel Costs:** **\$10,673**

**Indicate Policy Used:**  **Respondent's Travel Policy**  **State of Texas Travel Policy** ☒

# Detail Form

**Ibn Sina Foundation**[illegible]

0\$



# FORM F-4: SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

**Ibn Sina Foundation**

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable**. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item <small>(If applicable, provide estimated quantity and cost (i.e. # of boxes &amp; cost/box))</small>	Purpose & Justification	Total Cost
Office Supplies - \$3.00 /visit for 2,050 visits	General office Supplies for HTW Program, including stationary, medical records papers and folders.	\$6,150
Medical Supplies - \$4.00/visit for 2,050 visits	Exam Room supplies including pregnancy and pap smear test supplies.	\$8,200
Vaccines \$3.00/visit for 2,050 visits	Supplies for seasonal Flu and other vaccines, vaccines provided to HTW patients	\$6,150
Pharmacy ( Oral Contraceptive Pills )	\$ 20 X 2,050 individuals (Birth control Pills )	\$41,000
IUD & Implantable Contraceptives	\$ 700 X 50 individuals ( Non Hormonal and Hormonal)	\$35,000
Emergency Contraceptive	Depo Provera ( Injectable Contraceptive ) ( \$65.60 X100)	\$6,560
	TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS	\$0

**Total Amount Requested for Supplies:**

**\$103,060**

## FORM F-5: CONTRACTUAL Budget Category Detail Form

**Legal Name of Respondent:**

Ibn Sina Foundation

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
Dr. Ranjan Patel MD	Medical Director and Oversight the clinical services	Medical Services required by HTW program 6 hours/week for 60 weeks	Bi weekly	360	\$110.00	\$39,600
Medical Provider at Wilcrest Clinic	Medical Services - Wilcrest Clinic - Clinical Provider	Medical services required by HTW program 6 hrs/ week for 60 weeks	Biweekly	360	\$100.00	\$36,000
Medical Provider at Clear Lake Clinic	Medical Services - Clear Lake Clinic Clinical Provider	Medical services required by HTW program 10 hrs/ week for 60 weeks	Biweekly	600	\$75.00	\$45,000
Medical Provider at Post Oak Clinic	Medical Services - Post Oak Clinic Clinical Provider	Provide gynaecology services to female patients 10 Hours/week for 60 weeks	Hourly	600	\$75.00	\$45,000
Medical Provider at Port Arthur Clinic	Medical Services - Port Arthur Clinic Medical Provider	Medical services required by HTW program 10 hrs/ week for 60 weeks	Biweekly	600	\$75.00	\$45,000
Medical Provider at North Sheperd Clinic	Medical Services - North Sheperd Clinic Medical Provider	Medical services required by HTW program 10 hrs/ week for 60 weeks	Hourly	600	\$75.00	\$45,000
Gynaecologist	Gynaecological services	Provide gynaecology services to female patients 4 Hours/week for 60 weeks	Hourly	240	\$150.00	\$36,000
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$291,600

**Total Amount Requested for CONTRACTUAL:**

**\$291,600**

**Legal Name of Respondent:**

Description of Item <small>(If applicable, include quantity and cost/quantity (i.e. # of units &amp; cost per unit))</small>	Purpose & Justification	Total Cost
Radio Ad 12 times English and Spanish	Program outreach and health awareness through Public information and Media communication @1000 /session	\$12,000
Newspaper Ad	Public Awareness 12 NEWSPAPER AD Spanish @ \$300/wk	\$3,600
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

**\$15,600**

FORM F - 7 Indirect Costs

Legal Name of Respondent:

Ibn Sina Foundation

Total amount of indirect costs allocable to the project:

Amount:

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

RATE:  
BASE:

Applies only to governmental entities . The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

RATE:  
TYPE:  
BASE:

GO TO PAGE 2 (below)

## Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**



## **SUPPLEMENTAL FORMS INSTRUCTIONS**

The supplemental budget templates (two per budget category) are intended to supplement cost reimbursement budgets when there are too many items to fit on the primary budget template. Respondents that have utilized all the lines on the primary budget templates must use the supplemental templates to list detail information for the respective budget category. For example, after all the lines on the primary budget template for Personnel (tab labeled Form F - 1 Personnel) have been used, go to the supplemental template labeled "Form F - 1a Personnel Supp" and if all the lines are used on this template, go to the next template labeled "Form F - 1b Personnel". The amounts on each supplemental template will automatically total and the total from both templates will automatically be inserted on the last line of the primary budget template.

Form F-1 Personnel Supplemental  
Form F-2 Travel Supplemental  
Form F-3 Equipment Supplemental  
Form F-4 Supplies Supplemental  
Form F-5 Contractual Supplemental  
Form F-6 Other Supplemental

# **FORM F-1: PERSONNEL Budget Category Detail Form (Supplemental)**

Legal Name of Respondent:

Ibn Sina Foundation

<b>PERSONNEL</b>		Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed								
Lab Staff - Wilcrest Clinic		N	Provide Lab services to HTW Patients	0.2	N/A	\$2,400.00	14	\$6,720
Lab Staff - Clear Lake Clinic		N	Provide Lab services to HTW Patients	0.2	N/A	\$2,400.00	14	\$6,720
Lab Staff - Post Oak Clinic		N	Provide Lab services to HTW Patients	0.2	N/A	\$2,400.00	14	\$6,720
Lab Staff - Port Arthur Clinic		N	Provide Lab services to HTW Patients	0.2	N/A	\$2,400.00	14	\$6,720
Lab Staff - North Sheperd Clinic		N	Provide Lab services to HTW Patients	0.2	N/A	\$2,400.00	14	\$6,720
Billing Officer		N	Do Billing and maintain billing logs	0.2	N/A	\$2,400.00	14	\$6,720
Nutritionist		Y	Provide Nutrition counseling to HTW Clients	0.25	Licensed	\$5,000.00	14	\$17,500
Health Education		Y	Provide Nutrition counseling to HTW Clients	0.25	Licensed	\$5,000.00	14	\$17,500
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
SalaryWage Total								\$75,320



**FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)**

Legal Name of Respondent:

Ibn Sina Foundation

Conference / Workshop Travel Costs				
Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs
				Mileage
				Airfare
				Meals
				Lodging
				Other Costs
				Total
				\$0
				Mileage
				Airfare
				Meals
				Lodging
				Other Costs
				Total
				\$0
				Mileage
				Airfare
				Meals
				Lodging
				Other Costs
				Total
				\$0
				Mileage
				Airfare
				Meals
				Lodging
				Other Costs
				Total
				\$0
				Mileage
				Airfare
				Meals
				Lodging
				Other Costs
				Total
				\$0

Total for Conference / Workshop Travel

\$0

**Other / Local Travel Costs**

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs:

\$0

Conference / Workshop Travel Costs:

\$0

Total Travel Costs:

\$0



**FORM F-2: TRAVEL Budget Category Detail Form (Supplemental)**

Legal Name of Respondent:

Ibn Sina Foundation

Conference / Workshop Travel Costs				
Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs
				Mileage
				Airfare
				Meals
				Lodging
				Other Costs
				Total \$0
				Mileage
				Airfare
				Meals
				Lodging
				Other Costs
				Total \$0
				Mileage
				Airfare
				Meals
				Lodging
				Other Costs
				Total \$0
				Mileage
				Airfare
				Meals
				Lodging
				Other Costs
				Total \$0
				Mileage
				Airfare
				Meals
				Lodging
				Other Costs
				Total \$0

Total for Conference / Workshop Travel

\$0

**Other / Local Travel Costs**

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel

\$0

Other / Local Travel Costs:

\$0

Conference / Workshop Travel Costs:

\$0

Total Travel Costs:

\$0

## Detail Form (Supplemental)

## **Ibn Sina Foundation**

[illegible]

0  
\$

## Detail Form (Supplemental)

## **Ibn Sina Foundation**

[illegible]

\$0

FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Ibn Sina Foundation

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies:

\$0



FORM F-4: SUPPLIES Budget Category Detail Form (Supplemental)

Legal Name of Respondent:

Ibn Sina Foundation

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost

Total Amount Requested for Supplies:

\$0

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Ibn Sina Foundation

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL: \$0

FORM F-5: CONTRACTUAL Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Ibn Sina Foundation

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e. Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e. hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0

Total Amount Requested for CONTRACTUAL: \$0

FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Ibn Sina Foundation

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other: \$0

FORM F-6: OTHER Budget Category Detail Form (Supplemental)

Legal Name of Respondent: Ibn Sina Foundation

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost/unit)]	Purpose & Justification	Total Cost

Total Amount Requested for Other: \$0



# **Attachment D – Contractor's Original Application**



**Ibn Sina Foundation**  
*Partners in Promoting Community Health™*

**HEALTHY TEXAS WOMEN PROGRAM PROPOSAL**

**RFP NO. 529-16-0094**

**RFP DEADLINE 5/2/2016**

**ORIGINAL**

**DR. NAEEM AHMED, B.D.S., R.D.S., Dip. Public Administration**

**EXECUTIVE OFFICER,**

**OFFICE: 281-977-7471 CELL: 979-422-2125**

**EMAIL: [na@ibnsinafoundation.org](mailto:na@ibnsinafoundation.org)**

**COVER SHEET**

## **IBN SINA FOUNDATION**

### **HEALTHY TEXAS WOMEN PROPOSAL**

#### **EXECUTIVE SUMMARY**

Ibn Sina Foundation (ISF) is a non-profit 501(c) (3) Community Based Organization established in 2001. The organization was established by a group of local physicians, business and healthcare professionals. The vision was to bridge the growing gap between the health care needs of a rapidly expanding population of underserved families and the ability of existing public institutions to meet their needs.

The Foundation's mission is to ensure the health of the community by providing integrated, preventive and primary care in a clinical setting through the dissemination and application of health related knowledge, thereby enhancing the quality of life for future generations.

ISF's vision is the creation of Ibn Sina Healthcare system; one clinic at a time. Ibn Sina's humble beginnings are of extra ordinary measures for low income and indigent families who have no access to health care and cannot afford expensive health related services. The Foundation started with one-part time staff for 4 hours in 2001 who was paid through borrowed funding from a donor. Currently there are more than 67 staff members raising budget to \$5.5 million in 2015. Over the period of 15 years ISF has served more than 554,000 patient visits and we anticipate serving more than 80,000 out-patient visits this year. Ibn Sina has completed many projects and programs successfully with public and private partnerships. These programs are sustainable and affordable.

Currently, ISF provides medical, dental and diagnostic services through six clinics located in underserved and poverty stricken areas of Harris, Fort Bend, Brazoria, Galveston and Jefferson counties of Texas. These clinics provide comprehensive primary and preventive healthcare services to all ages which includes child health, child dental, men and women health services. These services include annual well examination, sick visits, clinical breast exams, mental health counseling, health education, nutrition counseling, immunization, mammogram in collaboration with The Rose, STI testing and treatment, along with Family Planning services including pregnancy testing, contraception counseling; Long-Acting Reversible Contraception (LARC), cervical cancer screening and menopausal care. In addition to these services, four ISF clinics provide primary and preventive dental and oral hygiene services. Diagnostic services are also provided which includes medical lab, radiology and ultrasound.

Addition of Healthy Texas Women program in the existing ISF support services will further enhance access to family planning especially Long Acting Reversible Contraceptive (LARC) services and management of chronic diseases under one roof. These value added benefits will further reduce unwanted pregnancies, control teen pregnancies, lower low birth weight babies born and reduce unnecessary burden on Medicaid.

ISF has strategy to target unduplicated underserved, uninsured and low-income (<200% FPL) females between the age group of 15-44 years, who are living in poverty stricken areas of counties it serves. ISF already has trained staff to screen and enroll eligible uninsured and underserved females for HTW Program. ISF has experienced clinical staff including Board Certified Family



Practice Physicians, Physician Assistant, Nurse Practitioners and female Gynecologists. All of these clinicians have been trained on LARC through MERCK, a pharmaceutical company that supplies LARC products to our clinics.

Through extensive trainings, meetings and workshops the existing EPHC program staff is trained to provide services, and deliver clinical care to eligible EPHC program clients. These staff members will also participate in HTW program.

ISF also reaches to the communities and individuals through its ACCESS outreach program and arrange free health fairs; distribute health education material and information to improve life style and control diseases. The program is primarily designed to improve the access of low income families to the primary and preventive healthcare.

ISF has developed comprehensive work plan to successfully implement Health Texas Women Program through following strategies:

- Administration and management team will make sure all support services including physical infrastructure is intact and facilitate access to clinical services. Management will also make sure that sufficient medical material and supplies are available for HTW program patients. Availability of sufficient LARC material for HTW Program patients, staff training on LARC products and establish strong referral system through our community partners will be accomplished by administration and management.
- The Board of Directors has developed systems to monitor quality of care is provided to all the ISF patients; and will also make sure that continuous quality and continuum of care is provided to HTW eligible participants.
- Existing EPHC and PHC Program staff will further be trained, through professional development program especially on eligibility, fee-for-service, cultural competency and multi-linguistic abilities to handle diverse program population.
- ISF's ACCESS outreach staff will be trained to recruit patients in neighborhoods, reach out to communities through aggressive marketing by utilizing channels of communication including radio sessions, public service announcements, newspaper ads, social media and website. Outreach team will educate local community to access Family planning and family practices services provided by ISF.

ISF is a very valuable contractor for the Texas DSHS for Title V Child Health and Dental Services, Expanded Primary Health Care (EPHC) and Primary Health Care (PHC) programs. In order to carry out all the services of HTW program ISF has also developed conservative budget, utilizing existing resources that will supplement DSHS efforts to successfully implement the program. ISF has been very innovative in cost sharing, cost efficiency, utilization of community resources to reduce burden on State funding.

In conclusion, Ibn Sina Foundation has capacity, knowledge, infrastructure, clinical expertise, trained and diverse program staff that will successfully implement HTW Program. Please visit our website at [www.ibnsinafoundation.org](http://www.ibnsinafoundation.org).

# **Section 2**

## **Forms A – M-1**



**FORM A: PROPOSAL TABLE OF CONTENTS AND CHECKLIST****Legal Business Name of****Respondent:** Ibn Sina Foundation (ISF)

In coordination with the requirements of **Section 3.8 Format and Content**, this form is provided to ensure respondents submit the required forms required in Section 2 -- Completed Forms A-M-1, and Section 7 -- Certifications and Other Required Forms contained in Appendix D. Be sure to indicate page number.

PROGRAM FORMS	DESCRIPTION	Included	Page #
<b>A</b>	Proposal Table and Contents and Checklist	X	4
<b>B</b>	Texas Counties and Regions List Served by Project	X	5
<b>C</b>	Contact Person Information	X	6
<b>D</b>	Deleted -- nothing to be submitted		
<b>E</b>	Deleted -- nothing to be submitted		
<b>F</b>	Budget Summary and Details	X	9 - 17
<b>G</b>	Respondent Background	X	18 - 27
<b>H</b>	Funding Request and Performance Measures	X	27
<b>I</b>	Work Plan	X	29 - 44
<b>J</b>	Assessment Narrative	X	45- 47
<b>K</b>	Healthy Texas Women Clinic Site Readiness	X	48 - 52
<b>K-1</b>	Healthy Texas Women Clinic Sites*	X	53 - 57
	*Include submission date for Medicaid application if respondent is in the process of enrolling in Medicaid		
<b>L</b>	Staff Development Plan	X	58 - 61
<b>L-1</b>	Staff Development Training Calendar	X	62- 63
<b>M</b>	Community Education/Program Promotion Plan	X	64 -66
<b>M-1</b>	Community Education/Program Promotion Calendar	X	67 - 69

**NOTE:** Appendix E: Healthy Texas Women Certification may be included in a respondent's proposal after Form M-1: Community Education/Program Promotion Calendar. (**Appendix E Pg. 70 – 73**)

REQUIRED FORMS	DESCRIPTION	Included	Page #
<b>1</b>	Child Support Certification	X	75
<b>2</b>	Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts	X	76- 77
<b>3</b>	Required Certifications	X	78 - 79
<b>4</b>	Federal Lobbying Certification	X	80
<b>5</b>	Anti-Trust Certification	X	81 - 82
<b>6</b>	Respondent Information and Disclosures	X	83 - 86
<b>7</b>	HUB Subcontracting Plan (HSP)	X	87 - 95
<b>8</b>	HHS Information Security and Privacy Initial Inquiry (SPI)	X	96 - 104

**FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT**

Respondent must identify the counties in which it proposes to provide the services required under this

Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R
<b>-A-</b>			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	<b>-D-</b>			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
<b>-B-</b>			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	<b>-I-</b>			Montague	<input type="checkbox"/>	02	<b>-T-</b>		
Bee	<input type="checkbox"/>	11	<b>-E-</b>			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	<b>-J-</b>			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	<b>-N-</b>			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input checked="" type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input checked="" type="checkbox"/>	06	<b>-F-</b>			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fannin	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	<b>-O-</b>			<b>-U-</b>		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	<b>-K-</b>			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input checked="" type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	<b>-P-</b>			<b>-V-</b>		
<b>-C-</b>			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	<b>-G-</b>			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	<b>-W-</b>		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input checked="" type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	<b>-L-</b>			<b>-R-</b>			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	<b>-H-</b>			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	<b>-Y-</b>		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	<b>-S-</b>			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	<b>-Z-</b>		
Coryell	<input type="checkbox"/>	07	Harris	<input checked="" type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	<b>-M-</b>			San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			

RFP by placing a check mark or an X in the respective county(ies) box(es).

## FORM C: CONTACT PERSON INFORMATION

**Legal Business Name of  
Respondent:**

Ibn Sina Foundation

1. This form provides information about the appropriate contacts in the respondent's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

### Contacts

<i><b>Billing Contact</b></i>		<i><b>Executive Director</b></i>	
Last Name: Ali		Last Name: Ahmed	
First Name: Kiran Banu		First Name: Naeem	
Salutation: Ms.		Salutation: Dr.	
Title: Case Manager		Title: Executive Officer	
Email: Kiran@ibnsinafoundation.org		Email: na@ibnsinafoundation.org	
Phone: 281-977-7462		Phone: 281-977-7471	

<i><b>Financial Director</b></i>		<i><b>Medical Director</b></i>	
Last Name: Charania		Last Name: Patel	
First Name: Malik		First Name: Ranjan	
Salutation: Mr.		Salutation: Dr.	
Title: Financial Officer		Title: Medical Director	
Email: malik@ibnsinafoundation.org		Email: ranjanmd@ibnsinafoundation.org	
Phone: 832-230-5276		Phone: 281-977-7462	

<i><b>Primary Program Contact</b></i>		<i><b>Quality Assurance Contact</b></i>	
Last Name: Rauf		Last Name: Soberanis	
First Name: Mahvish		First Name: Mariela	
Salutation: Ms.		Salutation: Ms.	
Title: Program Officer		Title: Head Medical Assistant	
Email: mahvish@ibnsinafoundation.org		Email: mariela@ibnsinafoundation.org	
Phone: 281-977-7462		Phone: 281-977-7462	

Form D - Nothing to be Submitted

Form E - Nothing to be Submitted



# **FORM F: BUDGET SUMMARY (REQUIRED)**

Legal Name of Respondent:

Ibn Sina Foundation

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$277,900	\$277,900	
B. Fringe Benefits	\$30,569	\$30,569	
C. Travel	\$10,225	\$10,225	
D. Equipment	\$0	\$0	
E. Supplies	\$36,000	\$36,000	
F. Contractual	\$240,600	\$240,600	
G. Other	\$62,700	\$62,700	
H. Total Direct Costs	\$657,994	\$657,994	\$0
I. Indirect Costs	\$0	\$0	
J. Total (Sum of H and I)	\$657,994	\$657,994	\$0

NOTE: The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$277,900	\$277,900	Fringe Benefits	\$30,569	\$30,569
	Travel	\$10,225	\$10,225	Equipment	\$0	\$0
	Supplies	\$36,000	\$36,000	Contractual	\$240,600	\$240,600
	Other	\$62,700	\$62,700	Indirect Costs	\$0	\$0

<b>TOTAL FOR:</b>	Distribution Totals	\$657,994	Budget Total	\$657,994
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List any budget assumptions below:  
Please see Section 4 for budget assumption.

# **FORM F-1: PERSONNEL Budget Category Detail Form**

Legal Name of Respondent:

Ibn Sina Foundation

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Executive Officer	N	To over see Progmatic issue of network	0.2	N/A	\$7,000.00	14	\$19,600
Program Officer	N	Provides Programmatic oversight and management	0.4	N/A	\$4,000.00	14	\$22,400
Case Manager - Wilcrest Clinic	N	Provide case management and eligibility Services	0.4	N/A	\$2,500.00	14	\$14,000
Case Manager - Clear Lake Clinic	N	Provide case management and eligibility Services	0.4	N/A	\$2,500.00	14	\$14,000
Case Manager - Post Oak Clinic	N	Provide case management and eligibility Services	0.4	N/A	\$2,500.00	14	\$14,000
Case Manager - Port Arthur Clinic	N	Provide case management and eligibility Services	0.4	N/A	\$2,500.00	14	\$14,000
Case Manager - North Sheperd Clinic	N	Provide case management and eligibility Services	0.4	N/A	\$2,500.00	14	\$14,000
Community Outreach Coordinator	N	Provide Community Outreach Services	0.4	NA	\$3,000.00	14	\$16,800
Nursing Staff - Wilcrest Clinic	N	Provides Clinical care to HTW Pts.	0.4	NA	\$2,500.00	14	\$14,000
Nursing Staff - Clear Lake Clinic	N	Provides Clinical care to HTW Pts.	0.4	NA	\$2,500.00	14	\$14,000
Nursing Staff - Post Oak Clinic	N	Provides Clinical care to HTW Pts.	0.4	NA	\$2,500.00	14	\$14,000
Nursing Staff - Port Arthur Clinic	N	Provides Clinical care to HTW Pts.	0.3	N/A	\$2,500.00	14	\$10,500
Nursing Staff - North Sheperd Clinic	N	Provides Clinical care to HTW Pts.	0.3	N/A	\$2,500.00	14	\$10,500
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$86,100
Salary/Wage Total							\$277,900

Itemize the elements of fringe benefits in the space below:

## **FRINGE BENEFITS**

FICA, Workman Comp, Insurance and other Benefits

	Fringe Benefit Rate %	11.00%
	Fringe Benefits Total	\$30,569

# FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Ibn Sina Foundation

Conference / Workshop Travel Costs Description of Conference/Workshop	Justification	Location City/State	Number of: Days/Employees	Travel Costs	
DSHS Training	3 CASE MANAGER ATTEND HTW TRAINING IN AUSTIN	AUSTIN	2/3	Mileage	\$300
				Airfare	
				Meals	\$300
				Lodging	\$200
				Other Costs	
				Total	\$800
DSHS Training	2 MEDICAL PROVIDER ATTEND HTW CLINICAL CONFERENCE & TRAINING IN AUSTIN	AUSTIN	2/2	Mileage	\$300
				Airfare	
				Meals	\$300
				Lodging	\$200
				Other Costs	
				Total	\$800
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Total for Conference / Workshop Travel

\$1,600

Revised: 7/6/2009

Other / Local Travel Costs					
Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
<b>Program Officer - Travelling all five ISF clinics for 100 miles a week for 60 weeks</b>	6000	\$0.575	\$3,450		\$3,450
<b>Community Outreach Coordinator</b> 100 miles a week for 60 weeks for program outreach, program promotion and health fairs	6000	\$0.575	\$3,450		\$3,450
<b>Medical Director - Travelling all five ISF clinics for Quality oversight 50 miles a week for 60 weeks for program oversight</b>	3000	\$0.575	\$1,725		\$1,725
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel **\$8,625**

Other / Local Travel Costs: **\$8,625** Conference / Workshop Travel Costs: **\$1,600** Total Travel Costs: **\$10,225**

Indicate Policy Used:

Respondent's Travel Policy

State of Texas Travel Policy ☒ X

## Detail Form

**Ibn Sina Foundation**

[illegible]

05





## FORM F-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent:

Ibn Sina Foundation

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
Dr. Ranjan Patel MD	Medical Director and Oversight the clinical services	Medical Services required by HTW program 6 hours/week for 60 weeks	Bi weekly	360	\$110.00	\$39,600
Medical Provider at Wilcrest Clinic	Medical Services - Wilcrest Clinic - Clinical Provider	Medical services required by HTW program 8 hrs/ week for 60 weeks	Biweekly	480	\$100.00	\$48,000
Medical Provider at Clear Lake Clinic	Medical Services - Clear Lake Clinic Clinical Provider	Medical services required by HTW program 8 hrs/ week for 60 weeks	Biweekly	480	\$75.00	\$36,000
Medical Provider at Post Oak Clinic	Medical Services - Post Oak Clinic Clinical Provider	Provide gynaecology services to female patients 6 Hours/week for 60 weeks	Hourly	360	\$75.00	\$27,000
Medical Provider at Port Arthur Clinic	Medical Services - Port Arthur Clinic Medical Provider	Medical services required by HTW program 6 hrs/ week for 60 weeks	Biweekly	360	\$75.00	\$27,000
Medical Provider at North Sheperd Clinic	Medical Services - North Sheperd Clinic Medical Provider	Medical services required by HTW program 6 hrs/ week for 60 weeks	Hourly	360	\$75.00	\$27,000
Gynaecologist	Gynaecological services	Provide gynaecology services to female patients 4 Hours/week for 60 weeks	Hourly	240	\$150.00	\$36,000
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$240,600

Total Amount Requested for CONTRACTUAL:

**\$240,600**

**Legal Name of Respondent:**

Description of Item <small>(If applicable, include quantity and cost/quantity (i.e. # of units &amp; cost per unit))</small>	Purpose & Justification	Total Cost
Radio Ad 14 times English and Spanish	Program outreach and health awareness through Public information and Media communication @1500 /session	\$21,000
Health Fair	Public Awareness - 5 @\$3500/Health Fair	\$17,500
Newspaper Ad	Public Awareness Weekly 60 Wks Spanish @ \$300/wk	\$18,000
Outreach Camps	7 Outreach Camps @ \$350	\$2,450
Flyers Distribution 125,000 per center	125,000 flyers @ \$0.03 - Program Promotion & family Planning	\$3,750
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

**\$62,700**





## FORM G: RESPONDENT BACKGROUND GUIDELINES

**Legal Business Name of Respondent:** Ibn Sina Foundation, Inc.

1. **Provide a one-page executive summary describing the respondent's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the respondent.**

The Ibn Sina Foundation (ISF) was created in 2001 to bridge the growing gap between healthcare needs of a rapidly expanding population of ethnic minorities in Houston, and the ability of existing public institutions to meet its needs.

**Mission:** Ibn Sina Foundation's mission is to **ensure the health of the community by providing integrated preventive and primary care in a clinic setting through the dissemination and application of health related knowledge, thereby enhancing the quality of life for future generations.** The Foundation was established in 2001 by a group of local physicians, business, and public health professionals to bridge the growing gap between the healthcare needs of a rapidly expanding population of underserved families and the ability of existing public institutions to meet their needs. In 2015, ISF clinics provided health care to 38,098 unduplicated individuals through 82,094 patient visits. Since its inception, Ibn Sina has provided free or low-cost medical, specialty and dental care through 550,000 patient visits to uninsured, underinsured or indigent individuals in the greater Houston region.

**Vision:** The vision of Ibn Sina Foundation is **to create Ibn Sina Health Care System with multiple community clinics, sustainable preventative programs and projects that can serve more than 100,000 uninsured, underinsured and indigent patient visits annually by 2020.** After recent estimates, Ibn Sina Foundation anticipates this timeline to be accelerated due to the support of the community and the increasing numbers of medically needy indigent families in Greater Houston Area. Ibn Sina expects to achieve 100,000 patient visits per year by FY 2020, becoming one of the high capacity community healthcare organizations in Texas.

**Values Statement:** Ibn Sina Foundation provides high quality, affordable preventive healthcare to its target population without any discrimination on the basis of gender, race, ethnicity, insurance status and ability to pay. All its clinical and preventive services are provided to all segments of population.

**Governing Board:** The board of directors of Ibn Sina Foundation provides oversight to the organization in accordance to Ibn Sina Foundation's bylaws. A majority of the board members are active users (consumers) of the organization's community clinic services. Each director serves a term of three years; the directors of the organization are elected annually by the board of directors to a term of three years beginning January of each term with maximum of two consecutive terms. **The board of ISF is responsible for efficient, effective, and sound operation of all ISF community medical centers.** It is the responsibility of the board to formulate and establish



policies related to operations, personnel, finances, and provision of services/quality assurance. The board of directors actively participates in the strategic thinking and planning governing organization's activities. **The board of ISF is also responsible to ensure that the clinics are operated in compliance with applicable Federal, State, and local laws and regulations. Each Clinic location is under the direct supervision of one of the Board of Director who provides direct guidance and support to the respective clinic.**

2. **Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the respondent's organization.**

**ISF Board of Directors** approves policies, procedures, strategic plans and annual operational and capital budget. Board meets every month. BODs are assigned with specific tasks for which they report to the Chairman.

**The Standing Committees** include executive, finance, programs, and quality assurance. The programs committee of the board reviews all policies and issues concerning client services, sponsors the community needs assessment, and makes recommendations related to programs and client services to the board.

**The Executive Officer (EO)** reports directly to the board of directors and is designated as the agent for the corporation under the by-laws. The senior management team reports directly to the EO. The senior management team meets weekly to discuss issues and solutions, and to impart general information. The team actively participates with the BOD in the strategic planning process, and other projects.

**The Medical Director** is a family practice physician who heads the team of providers for the ISF community medical centers. In addition to her involvement in program design, planning, medical policymaking, and implementation, she also provides direct patient care in the clinics.

**The Finance Officer (FO)** is responsible for planning, coordinating and implementing the financial and billing policies and procedures for the clinical services provided at all ISF clinics. He is also responsible for payments, staff salary, accounts receivable and payables, maintain books of accounts, prepare profit and loss statements and participate in financial and single audits.

**The General Manager (GM)** is responsible to supervise day-to-day operations of all Ibn Sina Clinics. He interprets the program rules for implementation and is responsible for active leadership in the design, planning, policymaking and management of the programs. He also attends clinic's monthly meetings and ensures the smooth operations of the clinics. General Manager reports to the EO.

**Clinic Managers** are responsible for the day-to-day operations of their respective clinics located in SW Houston, Clear Lake, South Post Oak, North Shepherd and Port Arthur (Jefferson County). Each receives the directions and guidance from General Manager for program rules and its implementation. They are all responsible for active leadership in the design, planning, policymaking, and management of the programs. Clinic Managers report to the General Manager.

3. **Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.**

See Appendix A for Resumes

4. **Describe respondent's experience, knowledge, and expertise in providing Women's Health Services and Family Planning Services. Specifically outline relevant administrative and clinical practices. (maximum of 4 pages).**

Since inception, ISF provides primary health care services to low- income and uninsured population of Harris and surrounding counties through its 6 clinics. ISF has served through over 550,000 outpatient visits in last 15 years. Fifty three percent (53%) of the patients served were women of low income families.

**Experience and Knowledge:** Ibn Sina is one of the contractors of Department of State Health Services Texas (DSHS) for last 9 years. Since 2013, ISF is a recipient of DSHS grant for Expanded Primary Health Care (EPHC) program for women health and family planning services. During this period, ISF has provided over 15,000 patient visits through EPHC program to low income, uninsured and underprivileged women.

**Services:** Women receive comprehensive primary care services along with family planning services which includes annual well-women examination, contraceptive services, family planning education and counseling, clinical breast examination, sick visit, mental health counseling, health education, nutrition counseling, immunization, screening services for obesity, hypertension, diabetes, cholesterol and smoking cessation. With the support of EPHC program each ISF clinic expanded women health services providing sexual and reproductive health services including general gynecology exam, screening and treatment of sexually transmitted diseases; pregnancy testing and counseling; family planning; breast health and cancer screening, and cervical cancer screening. ISF has strong, skilled and experienced program, and non-program; clinical and non-clinical staff to provide all these services to women.

**Collaborations:** ISF has partnership with Breast Health Collaborative, The Rose Breast Health and Elite Diagnostics to support the women health programs. The Rose Breast Health provides mobile mammography services at multiple Ibn Sina clinics on a monthly basis to provide the mammogram screening for women of low income families. With the help of this collaboration, ISF provide mammogram services to an average of 30 women at each clinic per scheduled visit. ISF also provide referral and scheduling services to the patients for appointment in nearby locations of The Rose Breast Health for breast cancer screening.

Ibn Sina Foundation has also collaborated with Women's Voice for Better America, Ismaili Women Group, Alief Community Center, Acres Home Multiservice Center, Amaanah Refugee Services, Change Happens and Community Focus Foundation to promote the women health services and identify the child bearing women who can get specific and relevant family planning services at Ibn Sina Clinics. Ibn Sina Program staff has arranged multiple sessions with these groups and offered women health services through EPHC program; these women are from the low income and uninsured families. Our new collaboration efforts are focused to partner with Houston Community College and Lone Star College to access young child bearing age females who need

preventive, Women's health and family planning services. Furthermore, we are in a process of holding few more activities with these groups to reach out maximum women who need such services.

Ibn Sina Foundation will continue exploring more avenues for further promotion of family planning services in the Greater Houston area.

**Facilities:** All ISF clinics are fully equipped and furnished to provide women's health and family planning services including contraceptives. These services have been provided through five state-of-art medical facilities within Houston and Port Arthur. All ISF clinics are easily accessible by low income families through bus routes. All ISF clinic locations are situated high traffic areas and offer free parking for patients.

**Pharmacy:** ISF has established Class D Pharmacy services at each clinic location to provide contraceptives and other family planning medications. The pharmacy is supervised by a part time pharmacist and five pharmacy assistants at each location. The pharmacy assistants keep the log of all the supplies and report to Pharmacist on a weekly basis. Inventory is supervised and monitored by the pharmacist.

**Laboratory and Diagnostic Services:** All ISF clinics are equipped with in house medical laboratory services to provide in house lab tests and specimen collection services. Highly trained medical assistants and/or phlebotomists are available to provide services to the patients. The labs provide in house STAT testing for pregnancy, urine analysis, H-pylori, strep screening and HgA1c levels beside the specimen collection. Ibn Sina Wilcrest Clinic is equipped to provide digital x-ray services to the patients. Ultrasound services are also provided in-house at Wilcrest, Clear Lake and South Post Oak clinic locations.

**Network of specialist for referrals:** In order to provide continuity of care, ISF has collaborated with many specialties around its clinics to refer the patient. These specialists provide specialty services to the uninsured, low income patients referred by ISF clinics at very reasonable cost.

**Diversified Staff:** ISF provides women health services through very diversified providers and staff. All together we have staff from more than eight varied ethnic, linguistic and country of origin backgrounds who serve diversified patient population in a culturally and linguistically competent atmosphere.

**Weekend and extended Hours clinics:** ISF clinics provide women's health and family planning services on weekends and extended hours on weekdays to facilitate the working women of low income families.

**Experience, knowledge and expertise of program staff:**

Each ISF clinic has experienced and knowledgeable staff for screening, eligibility, billing, reporting, data analysis and auditing. Each ISF clinic has Program Officer who is responsible for the overall execution of the program services at their respective location. Each location has case managers available who are well trained for the eligibility, clinical services coordination and billing to facilitate and assist program clients who need assistance. There is an Eligibility and Billing Officer who is responsible for all the eligibility and billing related activities of ISF clinics. All program staff reports to Program Officer. Program Officer is responsible to gather all the data from each clinic and report to the Executive Officer on the progress of the programs. Each program

personnel are responsible for specific function.

**Program Officer:** Program Officer is the lead to the program; responsible to oversee day to day activities of the program including the implementation of policies, procedures, and controls consistent with program standards to maintain an efficient organization. Program Officer reports to the executive officer.

**Case Manager:** Each ISF clinic has a case manager who is responsible for eligibility, clinical services and program coordination for their respective clinic. They are responsible to execute program policies, collect data, prepare reports, correspondence and other material related to the DSHS programs. All the case managers are also responsible for facility review and inventory maintenance in line with the program requirements. All case managers report to program Officer. They are responsible to review applications of clients enrolling in programs and ensure that applicants are eligible for it through a regular internal audit system.

**Billing Officers:** Billing Officer is responsible to maintain day-to-day billing of the programs and create monthly report. Monitor and Review of the billing activities at each clinic is also the responsibility of billing officer. Billing Officer reports to the Program Officer.

**Clinical experience, knowledge and expertise:**

There are three (3) full time physicians, four (4) full time Nurse practitioners, one (1) full time Physician Assistant, two (2) part time Gynecologists, one (1) part time Pharmacist, five (5) part time pharmacy assistants and five (5) medical assistants working in ISF community clinic network system. All the providers are fully knowledgeable and trained to service the program patients. These providers understand the objective of the programs and are constantly updated with the program information. ISF provides preventive and primary medical services for women's health through family practice physicians, family nurse practitioners and gynecologists as specialists for women's health and family planning. Our family practice providers particularly the female providers provide women health services in a culturally competent atmosphere to address cultural sensitivity of the community women. ISF clinics have a diversified pool of providers from various cultural, linguistic and ethnic backgrounds. This diversity helps address diversified needs of the women of various ethnic, religious and linguistic backgrounds.

**Providers Trainings:** All ISF clinic providers are trained in LARC procedures. ISF provides LARC training on an annual basis. In addition to LARC training, ISF also provides HIPAA, OSHA, CPR and other professional trainings to the providers.

**Walk-in Clinics:** All ISF clinics are accepting walk-in patients for women's health and their primary medical needs. This walk-in practice model provides easy and timely access to the underprivileged women who otherwise end up in emergency rooms.

**Appointments for Physicals:** Patients are facilitated to have annual well women examinations and preventive visits through appointments by case managers. Physicians and Nurse Practitioners also provide patient education and counseling services to the women on their physical or well women examination visit.

Thus ISF has all the capacity, experienced staff, support services and relevant administrative and clinical practices to provide women health services through Healthy Texas Women program.



5. **Describe respondent's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by respondent. (maximum of 4 pages).**

Ibn Sina Foundation has created a network of primary care clinics within and across the city of Houston that provides high quality comprehensive primary and preventive health care. The organization's model is based on reaching out to the local community, organizations and services to partner and create a network of patient care. This networking strategy has made ISF clinics not just medical and dental clinics, but a resource center for the patients. These partnerships and collaborations help ISF promote healthy outcomes in the population it serves. Following are the comprehensive health care services provided by ISF with in network and through strong partnership, collaboration, outreach and referral system.

**ISF's experience throughout fifteen (15) years of community services:**

ISF has seen more than 554,000 patients' visits through its six community clinics within last fifteen (15) years of community service. ISF is experienced and specialized in providing comprehensive health care services to low income, uninsured and underprivileged families living under poverty.

Following comprehensive integrated primary care health services are provided through ISF:

**Medical Services:** Through the network of six state of the art facilities ISF provides comprehensive primary healthcare services in a family practice model. Annual well examinations, sick visits, mental health counseling by a psychiatrist, health education, nutrition counseling, immunization, preventive screening services, vision and hearing examination, and obesity prevention services are provided to the community. In addition to these comprehensive primary care services, ISF also provides specialty services.

**Dental Services:** ISF offers comprehensive dental program which includes comprehensive, periodic and emergency dental examination; oral health hygiene, dental sealants and other preventive services to children and adults. The dental program has extended its wings to restorative procedures such as fillings, root canals, dentures and crowns. ISF's dental surgery program offers minor oral surgical procedures along with simple and surgical extractions.

**Specialty Services:** Specialty services include Gynecology, Psychiatry, Dermatology, Cardiology, Gastroenterology, Pediatrics and Ophthalmology. Initial consultation, screening, minor treatment and referral services are provided to the patients through specialty clinics. These specialists are volunteers and provide support to the uninsured individuals and families.

**Women Health Services:** ISF is specialized in providing sexual and reproductive health services including general gynecological services; screening and treatment of sexually transmitted diseases; pregnancy testing and counseling; family planning; breast health and cancer screening; cervical cancer screening and menopausal care to the women.

**Minor Procedures:** ISF clinics provide minor procedures such as removal of sutures, toe nail removal, abscess drainage, IUD insertion and removal, and ear irrigation.



**Diagnostic and Imaging:** Laboratory, x-rays and ultrasounds services are provided at the clinic. ISF clinics also provide in-house STAT laboratory services including Hemoglobin A1c, H-pylori, serum and urine pregnancy testing Strep screening and Urine Analysis.

**Pharmacy:** All ISF clinics have a Class D pharmacy setup which provides limited formulary; family planning and women health related pharmacy services to the patients. ISF has also collaborated with local pharmacies in their service areas to provide its patients an easy and affordable access to medications. Kings Pharmacy at Port Arthur, Southend, NAHS, and RCII pharmacies in Southwest Houston and Royal Pharmacy in South helps ISF patients get access to the prescribed medications at special discounted rates. ISF also operates Prescription Assistance Program (PAP) and Patient Assistance Program with pharmaceutical companies to get free medicine for indigent patients. ISF clinic has also collaborated with AmeriCare USACCESS to provide free sample medications to low income patients.

### **Experience in administrating Comprehensive Health Care WITH OUTSIDE NETWORK:**

#### **a. ISF Access Program**

ISF's access program provides outreach services to the community and individuals outside service areas of ISF clinics through free health fairs and screenings. ISF offers free blood sugar and cholesterol screening, immunizations, literature about healthy life styles and health education in several languages. ISF provides nutrition classes to educate patients on diet and eating habits that can help control and prevent chronic medical conditions such as obesity, hypertension and diabetes. A network of volunteers from all walks of life provide services through this access program. Our medical providers offer nutritional information and print materials to help prevent, manage and control certain chronic medical conditions. Patient education is a great tool to help promote prevention as a way to combat various preventable medical conditions.

#### **b. Screening services through collaborative support & REFERRAL RESOURCES**

ISF provides services through its partners such as The Rose, Breast Health Collaborative of Texas, American Lung Association, MD Anderson Cancer Center, Hope Clinic, Elite Health Services, Gateway to Care and Angleton Danbury Medical Center. ISF networking program lead by a group of networking specialists and advisory board continuously strive to find new community partners to enhance the scope of services offered at ISF clinics. There are more collaborations currently being pursued. ISF's collaborative and networking efforts are geared towards finding the services and resources outside the network to complement and supplement Texas Department of State Health Services programs by utilizing the following resources to bring value added services at greatly reduced or free costs to all patients.

- ISF partners with **The Rose** to provide lifesaving breast cancer screening to the women of low income families at no cost through Mobile Mammography Program. The program is an onsite mobile mammography project that helps screen eligible women ages 40-69 (or younger, if they have a family history) for breast cancer. This service is an invaluable resource we are proud to offer our female patients through this collaboration. The Rose is scheduled to come out to ISF clinics on a monthly basis to provide screening mammograms at absolutely no cost to the

uninsured low income women. Through this collaborative program ISF provides free mammogram services to more than 800 women a year. Furthermore, any woman needing additional diagnostic services which includes diagnostic mammograms, ultrasounds, u/s guided biopsy, and stereotactic biopsy and follow ups, until the patient is referred back to screening mammogram. The program also contacts the patients with abnormal results or findings directly via mail and report sent to ISF clinics as well. As follow up, ISF clinics refer the patient back to The Rose for additional diagnostic services.

- ISF also partners with **Breast Health Collaborative of Texas** through The Rose in providing support to the uninsured and underserved women. The collaboration provides training, education and logistic support to ISF clinic staffs in registration, scheduling, communication, financial assistance and follow up processes.
- For Women needing prenatal care and services ISF collaborates with local **Woman Care Centers such as** Complete Women's Care Center, Caritas Women's Care and The Center for Children and Women. Through these referrals the patients receive help in the application for Medicaid / CHIP Perinatal services. These collaborations have helped ISF remove barriers to women's health by providing access to prenatal services.
- ISF partners with **American Lung Association's** programs such as **Enhancing Asthma Care Program**. Through this program ISF has built a comprehensive asthma education program, by providing a wide variety of asthma education tools for clinic staff, medical providers, patients, and the community. The program has helped ISF staff to get trained by Asthma Educators and provide the Asthma care in line with the NHLBI asthma guidelines. With this collaboration ISF has built its own comprehensive asthma education program with the experienced guidance from the American Lung Association and Certified Asthma Educators.

ISF also partners with **Greater Houston Dental Hygienists' Society (GHDHS)** to provide dental screening and preventive dental procedures such as sealants and prophylaxis cleaning to children who need those services. Every year ISF provides free dental services to more than 300 children through this collaboration.

- ISF refers women facing various social, mental, domestic violence, or sexual assault issues to **The Bridge Over Troubled Waters (TBOTW)**. Through its extensive women annual physical program, ISF identify the female patient who need social and mental help and support due to domestic violence and sexual assault. Identified patients receive a brochure or information leaflet and a referral to TBOTW.
- **Network of Referring Specialties:** With extensive networking program, ISF has successfully created their own network of specialists who provide very low cost specialty services to the referred patients of ISF clinics. This network consist of various specialties such as Allergist, Rheumatologists, Cardiologists, Dermatologists, Endocrinologists, ENT, Podiatrist, Gastroenterologist, Orthopedic, Obstetrics and Gynecologist.

## REFERRALS SYSTEM:

ISF has established the following referral system for services not provided within network.

- The provider refers the patient to an appropriate healthcare facility, provider or institutions with a written referral. The referral contains within and outside network specialties.
- The provider discusses the referral with the patient and completes the referral, which includes pertinent information about the patient's medical condition, reason for referral, the provider's assessment and the request for treatment / services.
- The referral is routed to the patient service coordinator, who is responsible for the coordination of services and tracking of all referrals.

The patient service coordinator coordinates the requested care, treatment or services within a time frame that meets the needs of the patient, as well as the recommendations of the providers for continuum of care. The coordinator also schedule appointments with the "referred to" provider or community resource.

- Coordination and notification of the appointment to the patient is done by the patient service coordinator. The coordinator also tracks the status of the referral until completed. Completed is defined as the care or service was received or all communication attempts with the provider and/or patient have been exhausted yet the care or service was not received. Referrals are tracked according to urgency of the referral.
  - *Immediate:* The provider is responsible for managing all immediate healthcare referrals and coordinates directly with the "referred to" provider.
  - *Urgent:* Within 2 business days from the expected completed date if a consultation report, notes, or other documentation is not received from the "referred to" provider or facility.
  - *Routine:* Within 10 business days from the expected completed date if a consultation report, notes, or other documentation is not received from the "referred to" provider or facility.
  - *Community Resource Referrals:* These referrals are tracked for frequency and type of referral only to evaluate whether available community resources are sufficient and appropriate to meet patient needs.
- A copy of the referral form, which contains the contact information of the referral provider, facility or community resource is given to the patient.

## REFERRAL RESOURCES:

ISF coordinates with many local and regional resources and agencies. Referrals are received from private physicians, school nurses and counselors, churches, food pantries, county and state regional health departments and health and human service agencies.

Other collaboration for referrals include: (1) Gateway to Care for Providers' Network to provide free services to uninsured and underinsured patients. (2) Memorial Hermann Healthcare System-

Southwest. (4) Angleton Danbury Medical Center (5) The American Lung Association (6) Neighborhood Centers, Inc. (6) YMCA.

**Subcontracting Background- Describe the following if respondent plans to have subcontract any of the proposed services:**

Ibn Sina Foundation **WILL NOT SUB CONTRACT** any Healthy Texas Women services and Family Planning services to anyone. ISF has all the experience, knowledge, skills and expertise to provide Healthy Texas Women services to low income, uninsured and eligible women through its fully equipped clinic sites. All Ibn Sina Community Clinics are fully equipped to provide comprehensive primary, dental, specialty and diagnostic care services under one roof. ISF has all the capacity, experience and expert staff who are experienced in screening, eligibility, billing, technical assistance, program monitoring, data collection, data analysis and expanded managed care. ISF is working with Texas Department of State Health Services, as contractor, for last 9 years. ISF is currently providing services to the communities in Harris, Fort Bend, Galveston, Brazoria and Jefferson counties through Title V, Expanded Primary Healthcare and Traditional PHC funds. Ibn Sina Foundation has an established program staff having expertise on DSHS programs. In last, 9 years ISF provided more than 60,000 patients visits through State Funded programs. Thus, ISF has all the necessary capacity, experience, and expertise to provide HTW services.

**FORM H: FUNDING REQUEST AND CLIENTS SERVED****Legal Business Name of****Respondent:** Ibn Sina Foundation (ISF)**Funding Requests**

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

<b>Total Funding Request</b>	<b>\$ 657,994</b>
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**Clients Served:**

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

**Table 1: Clinical Services**

<b>Proposed Number of Clinical Clients to be Served:</b>	<b>4,500</b>
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**FORM I: WORK PLAN****Legal Business Name of****Respondent:** Ibn Sina Foundation**Program component 1 - Program Administration and Management:****a. Identify the services respondent proposes to provide;**

Through the Healthy Texas Women project the following services will be provided to female clients between 15 and 44 years of age.

(a) Women Health services: Women health services including annual well examination, sick visit, STI treatment, HIV screening, health education, nutrition counseling and immunization.

(b) Family Planning services: Birth Control, pregnancy testing, contraception services including LARC, STI testing and treatment, family planning counseling and education.

(c) Chronic medical disease and screening services: Screening and treatment for hypertension, diabetes, and cholesterol, and breast and cervical cancer screenings.

**b. Identify the Priority Population to be served;**

The target the priority population will be;

- Uninsured low income women between 15-44 years of age.
- Living at or below the 200% Federal Poverty Level
- must be US Citizens or legal immigrants.
- Priority population area will be in Harris, Fort Bend, Galveston, Brazoria and Jefferson Counties.

**c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;**

**Delivery System:** Currently Ibn Sina Foundation's community clinic system includes five (5) community clinics and sixth pediatric clinic. These clinics are fully equipped and are operational; clinics are open extended hours and also deliver services on weekends. These clinics provide high quality integrated primary healthcare services to uninsured and underinsured men, women and children. The Southwest Houston clinic delivers all component of HTW services along with optional services of nutritional counseling, health screening, comprehensive dental and social services. This facility has large waiting area, 6 exams rooms, procedure rooms, 4 dental operatories, digital x-rays, laboratory, ophthalmology rooms and special space for nutritional and mental health counseling. Ibn Sina Foundation Community Clinic - Clear Lake has 5 exam rooms, 3 dental chairs along with imaging (panoramic dental x rays) and comprehensive dental services. Ibn Sina Foundation's Community Clinic for Pediatrics offers 6 rooms with one procedure room. Ibn Sina Foundation Community Clinic – South Post Oak has 6 exam rooms and 4 dental chairs. Ibn Sina Foundation's Community Clinic – Port Arthur has 4 exam rooms and 2 dental chairs. Ibn Sina Foundation's Community Clinic – North shepherd has 6 exam rooms and 4 dentals operatories.

**Workforce:** Ibn Sina Foundation currently employees 79 full-time employees, including administrative staff for eligibility screening, nurse aid, lab technicians, radiology techs, dental assistants and other essential nursing staff; with 13 part-time staff for medical records, follow up treatment and data entry; 12 contracting physicians, including pediatricians, family practice,

physician assistants, and mental health counselors; 5 dentists with special expertise on needs of all ages. Ibn Sina Foundation has 12 volunteer specialist physicians including pediatricians, interns, family practitioners, Gynecologist, cardiologist, ophthalmologist, neurologist and psychiatrist. All are multilingual and diverse staff.

**Policies:** The board of directors and EO develop policies; board of directors approve policies. CEO implements it. The following policies are available: Personnel; clinical management; quality assurance, financial management; and operational.

**Policy Making:** EO and his team recommended policies based on the community needs assessment or best practices in Ibn Sina Foundation; board of directors approve policies. The EO sets course for implementation.

**Support Systems:** New staff is trained during orientation. Training is held onsite and at offsite locations, when sponsored by DSHS and other agencies. Training topics include: Human Resource Policies; Clinical Reviews; Equipment Handling; HIPPA Laws and Regulations; Domestic Violence and Human Trafficking; Child Abuse Prevention, Detection, and Reporting; CPR; and OSHA compliance. Program training is provided to the program staff by the Program Officer (PO). Training will also be arranged and provided to the future program staff of HTW program after funding approval. ISF has experienced and knowledgeable billing staff who report to the Program Officer (PO) for the program billing. All program billing logs are maintained by the CPO. All the financial and administrative systems are monitored and maintained by the EO.

**Confidential Data Storage:** Ibn Sina Foundation has created a secure client record system at all its clinic sites. All clinics have separate record rooms in which all the records are organized and readily accessible. All efforts are undertaken to prevent a breach of confidentiality and security. All computers are password protected and encrypted.

**Infrastructure:** Ibn Sina Foundation's community clinics are equipped for comprehensive primary health care services and specialty care for pediatrics, gynecology, ophthalmology, podiatry, cardiovascular diseases prevention, mental health and diabetes education. Other features of Ibn Sina Foundation community clinics include state-of-the art imaging facilities such as x-ray, ultrasound and stress testing facilities.

**Capacity to Achieve Services:** Ibn Sina Foundation Community Clinic System has the capacity, through its five clinics, to provide integrated primary healthcare services to the indigent population living in the Harris County and its surroundings. ISF is already a contractor for PHC program for last 6 years. During this period, ISF provided over 10,000 patients visits through primary health care program. Ibn Sina Foundation, in total, has provided comprehensive primary care and dental services to more than 550,000 individuals since the organization's inception.

**Include a copy of the Institutional Review Board's approval if the respondent is currently conducting research on individuals who receive services through any HHSC-funded programs;**

Ibn Sina Foundation does not conduct any research on individuals who receive services through any HHSC funded programs.

**d. Provide an organizational Chart.**

Please see Appendix B

**Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians;**

Please see Appendix C

- e. Describe how respondent will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.**

Ibn Sina Foundation has an existing program division which operate existing Texas Department State Health Services program such as Title V, Expanded Primary Healthcare and Primary Healthcare Programs. Program Officer operate these programs.

This division will operate Healthy Texas Women Program through its existing program staff.

This program department will include Healthy Texas Women Program on program approval. ISF will use its existing staff. Program budget will be utilized with proportionate percentage of time utilized by staff for specific program. Budget will be monitored at different level of the account department. Financial Officer will monitor on weekly basis and Program Officer monitor the budget on monthly basis.

**FORM I: WORK PLAN**

**Program Component A**  
**Program Administration and Management**

**Goals:** To implement, administer and manage Healthy Texas Women program in all Ibn Sina Community Clinics.

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
<p>To provide access and services to 4,500 eligible women in a culturally sensitive way through HTW program</p> <p>To ensure all eligible women get access to HTW Program Services will be provided in culturally sensitive way</p>	Medical Equipment availability	Yearly Inventory maintenance and calibration	Executive Officer	12/2016 Once a year
	Clinic access	Appropriate information clinic	Clinic Managers	07/01/2016 – 08/31/2017
	Clinic Timing	Appropriate information clinic timing	Clinic Managers	07/01/2016 – 08/31/2017
	Appropriate clinic staff availability	Appropriate clinical staff hiring and scheduling	Clinic Managers	07/01/2016 – 08/31/2017
	Program eligibility staff availability	Appropriate program staff hiring and scheduling	Program officers	07/01/2016 – 08/31/2017
	Availability of bilingual staff	Hiring of bilingual staff	Clinic manager CEO	07/01/2016 – 08/31/2017
	Facility maintenance	Yearly facility review	Clinic Managers	12/2016 Once a year
	Supplies and clinic material	Supplies check and balances.	Clinic Managers	07/01/2016 – 08/31/2017

## **Program component 2 - Quality Assurance/Quality Improvement:**

**1. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Respondent must include job titles and qualifications of the identified individuals;**

The role of QM committee is to formulate standard, update policies and set standard according to national guidelines. The QM committee meet quarterly and address the issues accordingly. The committee also has the role to review staff performance and send feedback to HR, as well as update quarterly report to the board of Ibn Sina Foundation. QA committee consists of Executive officer, Medical Directors, financial Officers, Dental Director, Program Officer, Clinic Managers and Program Officers

### **2a. Medical Director's involvement in the QA/QI activities;**

Medical Director reviews charts and performs medical audits regularly. He/ she discusses clinical issues related to clinical services provided and respond accordingly to complaints received by the QM committee. Medical director reviews the charts on weekly basis to identify possible areas needing improvement and identify corrective measures to appropriate staff.

### **2b. Activities used to identify trends of needed improvement and the frequency of those activities;**

Quality Improvement activities include a variety of systems to measure and improve clinical services at ISF. The following activities and mechanism is used to support improvement in areas that reflect important aspects of quality of care and service.

- All managers and program officers meet with QA committee on a quarterly basis.
- Staff Evaluation done on yearly basis.
- Client satisfaction surveys and routine monitoring indicators are designed to measure performance.
- Medical and Dental directors review records on monthly basis to identify possible areas needing improvement and identify corrective measures to appropriate staff.
- Facility review on yearly basis.

### **2c. Activities to ensure correction and follow-up to findings identified;**

Medical and Dental Director review patients records on monthly basis and update the QA committee on quarterly meetings; In case of clinical findings or errors, MD reports to QM committee to review and suggest corrective measures. QM team take action; records and reports these measure to the Board of ISF.

### **2d. Use and frequency of client satisfaction surveys;**

System is in place and patient's complete satisfaction surveys; analysis is required to be done by statistician. Adverse outcomes are reported and monitored by staff and reviewed by QA committee.



**2e. System used to identify, report, and monitor adverse outcomes; and**

ISF has system in place to identify the **outcomes** of sentinel events. This is the responsibility of manager to monitor that system, identify any **adverse outcome** and solve the issues. The manager is responsible for documenting and tracking adverse outcomes and working with the CEO in identifying corrective actions needed. The CEO determines whether an identified adverse outcome is reported to the QA committee as a part of the peer review process. Upon completion of corrective actions, the CEO makes a follow up report to the QA committee.

**2f. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.**

Development of protocols and Standing Delegation Orders (SDO) will be monitored by the management staff; physicians sign SDO for allied health clinical staff whereas, medical director signs SDO for NP and PA under his supervision. ISF reviews existing policies and procedures, protocols, and standing delegation orders on an annual basis.

**FORM I: WORK PLAN**

<b>Program Component B</b> <b>Quality Assurance/Quality Improvement</b>				
<b>Goals:</b> Provide Women Health and Family Planning services in compliance with HTW and HHSC guidelines.				
Objectives	Activities	Measurement	Staff Responsible	Completion Date
Successful program evaluation in which ISF HTW program is in 100% compliance with all HTW program and HHSC standards.  To provide access to high quality Women Health Services to eligible Healthy Texas Women participants (in 100 % compliance with HHSC guidelines).	Monthly QA clinic audits and chart audits.	ISF review points.	Medical Director	7/01/2016 – 08/31/2017 Each month.
	Patient satisfaction surveys.	Monthly check by QA	Executive Officer.	07/01/2016 – 08/31/2017 Each month.
	Quarterly QA meetings	Attendance log	Executive Officer.	Quarterly 07/2016 11/2016 03/2017 07/2017
	Monthly eligibility and billing review.	Log sheet	Medical Director CEO	07/01/2016 – 08/31/2017 Each month.
	Review of SDO and Protocols.	Annually.	Medical Director	07/01/2016 – 08/31/2017 Each month.
	Review of medical provider's licensure.	Annually	Program Officer	12/2016
	Review of all facilities.	Annually	Program Officer	12/2016

### **Program component 3 - Professional Development:**

#### **A. Describe how respondent will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures;**

Since inception, ISF has provided high quality, equitable and affordable healthcare services to low income, uninsured and underprivileged communities. ISF has achieved this through its high skilled, committed and experience staff. ISF has adopted, Quality Management philosophy, a philosophy to provide nothing but the best health care to the community with the national standard as its focus. This philosophy has made its way into the daily operations at all ISF clinics. One of the key components of implementing the QM philosophy is the to have a Continuous Quality Management program. ISF has continuous QM system and mechanism in placed which monitors and evaluate the indicator required for quality.

ISF is one of the contractor of Texas Department State Health Services for almost decade. It has all the mechanisms and systems in placed to monitor any new program and project. With the funding approval of HTW program, ISF will ensure that the continuous quality management program will monitor all the component of the program efficiently. ISF will design, develop and modify existing continuous QM plan according to the guidelines of HHSC and requirement of HTW program.

For HTW program, ISF will monitor QM activities on monthly basis. All the activities will be designed in compliance with HHSC program guidelines and requirements. The QM activities to monitor the program services competencies are

- Patients clinical chart review
- Healthcare professional Licensure credentialing
- Staff Training and development
- HTW program and performance measurement check and evaluation
- QA meetings minutes
- Review of Standing Delegation Orders (SDO's) and Protocols
- Staff performance evaluation
- Facility review
- Monitoring and evaluation of outreach program
- Monthly adverse outcome and incidents reporting
- Annual Quality Assurance plan evaluation

#### **Healthcare Professional development and training**

With HTW funding, ISF will provide support and assistance to its healthcare professionals to increase their knowledge in women health and family planning program through continuous education, attending Women Health Conferences, through Workshops and LARC training. This will ensure that all the healthcare professionals working in ISF will better equipped with maximum knowledge and information required to deliver services through HTW program.

### **Healthy Texas Women Program Training (Austin, TX)**

ISF will ensure and encourage that all of its providers will attend provider's conference organized in Austin by HHSC. This will allow healthcare professionals to have direct information of HTW program.

### **LARC Training**

Currently, all ISF's medical providers are trained in LARC methods of contraception including injection. ISF will ensure, support and assist that these training will be organized on a yearly basis in the future and all the providers will attend these workshop for professional development. With HTW program, the cost of LARC can be addressed for low income and uninsured eligible clients.

### **Culturally sensitivity – ISF patients**

- 80 % of patients coming to Ibn Sina Community clinics clinic are from diverse ethnic background. They speak multiple languages and have cultural diversities.
- ISF hire staff who speak multiple languages.
- All ISF medical providers are from diverse cultural background, most of them are bilingual.
- ISF has Spanish staff at all its clinic.
- All Board members of Ibn Sina Foundation are from diverse cultural background.

ISF recruits staff members who reflect the cultural diversity of the community served. This removes barrier to accessing healthcare and develops trust between patient and medical providers.

### **B. Identify staff, including job titles that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.**

- Executive Officer, Program Officer and Case Manager are the key program staff. ISF will ensure that the key program staff will attend all HHSC required training. This staff is required to attend HTW training in person in Austin/ Houston or participate in remote training.
- ISF also ensures that ISF Medical Director and medical providers will attend an annual clinical conference in Austin, if organized by HHSC.
- Executive Officer and Program Officer will attend all webinar and conference calls required by program.
- It is the responsibility of the Program Officer to arrange within-network training for ISF's staff who have not attended the HHSC training in Austin TX. This will allow all staff to understand the scope, objective and goals of HTW program. These trainings will be organized twice a year.
- It is the responsibility of the Program Officer to update all ISF staff, through the release of memos, about any updates and changes in the program.

**FORM I: WORK PLAN****Program Component C Professional Development**

**Goals:** All the Ibn Sina Medical providers and staff should be fully trained for Healthy Texas Women Program.

Objectives	Activities	Measurement	Staff Responsible	Completion Date
Provide ISF staff training according to HTW program guidelines; manual of operation; standards; policies; procedures; and form completion.	Provide onsite introduction and training to all the staff about program objective, requirement, and eligibility.	Attendance logs.	Program Officer	08/2016
To provide professional training to ISF staff to implement Healthy Women Program in accordance to program guidelines	Attend HTW training sessions and event in Austin TX.	Attendance Logs	Program Officer	12/2016
	Within network Eligibility and Billing training	Attendance logs.	Program Officer	Twice year 07/2016 12/2017.
	Training of new staff	New staff training log	Program Officer.	When required at time of new hiring.
Provide training to medical providers	LARC training at Austin TX (HHSC)	Attendance log.	Program Officer	Once year organize by HHSC. (probably 12/2016)
	ISF LARC training	Log sheet	Executive Officer	Twice a year (organize by ISF) 08/2016 03/2017



#### **Program component 4 - Recruitment**

**Describe how respondent will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.**

ISF has a unique promotion and outreach framework to promote the HTW program by implementing various promotion activities currently been used to elevate various DSHS programs it holds. Through this program, the objective is to aware and enroll the eligible low income and uninsured women, between ages 15 – 44 years, in HTW program.

##### **Health Fairs**

ISF will organize 5 health, one in each clinic. ISF program staff will do program promotion, community family planning education, screening and eligibility of the eligible clients in the community. ISF will offer health screening to all the individuals attending the health fairs.

##### **Outreach Program**

ISF will conduct workshops and education camps in the community squatter settlements, schools, community colleges. The target is to aware the community about family planning especially childbearing women. This will control teen pregnancy issue and in long run reduce the rate of teen pregnancy. Education camps will be organizing with support of partners like Alief school ISD, Gateway to care, Hope clinic and Aga Khan Health Board Houston.

##### **Media Outreach**

ISF will ensure outreach will be provided to the priority population through media outreach and social networking. ISF will organize media awareness in the community by radio broadcast and sessions to aware and educate the community about women's health and family planning issues. ISF will also broadcast PSA for program promotion. ISF will use newspaper for community awareness and promote HTW program.

##### **In reach program**

ISF is currently one of the contractor of EPHC program. It has 5,000 EPHC clients. ISF will arrange in reach strategies to call these eligible patients to enroll in HTW program. ISF will ensure that HTW clients will receive in reach assistance in family planning educational materials; pharmacy services; chronic disease screening like diabetes, hypertension, cholesterol; and immunizations. In reach services will be provided at all 5 Ibn Sina Community clinics locations.

##### **Education Program**

ISF will collaborate with women groups, such Ismaili Women Group Houston, Vietnamese women association with Hope clinic, and Beaumont Social Welfare Board, and conduct education programs. Following education topics will be discussed:

1. Family planning and birth spacing
2. Women's health

3. HTW program
4. STI
5. HIV
6. Teen pregnancy
7. Methods of contraception
8. Behavioral change

**Community Events**

ISF also participate in other community events hosted by other community organizations and agencies. These events allow for maximum exposure and provide an opportunity for program staff to market and educate the community about the HTW Program. These various outreach events allow ISF staff to clearly explain program benefits and services as well as to promote family planning benefits, including the benefits of LARC. The presentations will be made in the language of the participants at these events. Flyers provided with benefits covered by HTW Program in English and Spanish will help to further promote the programs.

**FORM I: WORK PLAN**  
**Program Component D Recruitment**

**Goal:** Awareness in the community regarding importance of women health and family planning.

Objectives	Activities	Measurement	Staff Responsible	Completion Date
<p>To Provide Culturally relevant material to patients and health fair attendees. Educate and aware them of importance of women health and family planning.</p> <p>To enroll low income, uninsured and underserved women in HTW Program</p>	14 Radio sessions	Media communication log.	Executive Officer (EO)	07/01/2016 – 08/31/2017
	5 Health Fair	Community Outreach log.	Community Outreach Officer Program Officer	07/2016 08/2016 11/2016 02/2017 05/2017
	7 Family Planning workshop	Community Outreach log.	Community Outreach Officer Program Officer	09/2016 10/2016 01/2017 03/2017 05/2017 06/2017 07/2017
	Flea Market outreach and screening	Community Outreach log.	Community Outreach Officer Program Officer	08/2016 10/2016 12/2016 03/2017 05/2017 06/2017 07/2017
	Community Outreach camp	Community Outreach log.	Community Outreach Officer	10/2016 01/2017 02/2017 03/2017 05/2017
To aware community about women Health and family planning program	125,000 flier's distribution for program promotion. 25,000 each clinic	Community Outreach log.	Community Outreach Officer	07/01/2016 – 08/31/2017

**Program component 5 -Long-Acting Reversible Contraception (LARC) Usage:**

- a. Describe which LARC methods will be provided at respondent's clinic(s) and which LARC methods will be provided by referral only;**

All Ibn Sina Medical Provider are experienced, well trained and skilled in providing LARC services to HTW clients. All LARC services will be provided at all Ibn Sina Clinics. ISF will not refer any of its clients for LARC.

- b. Describe efforts respondent will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and**

ISF is an existing contractor for EPHC program. Since the inception of this program, ISF utilized LARC as first option. With the approval and availability of HTW, ISF will ensure to promote LARC through patient accessibility, patient education, staff training, health care professional development and increase outreach. The following strategies will be implemented at all ISF clinics to increase the usage of LARC.

- All Ibn Sina Community clinic will post LARC posters for use in all clinic waiting areas, exam rooms and staff break rooms. This helps patient visualize options and provides effectiveness rates.
- Distribute 50,000 fliers in the community about LARC at non-traditional market places such as flea markets HEB, Walmart and local grocery store.
- ISF will arrange training sessions for its clinical and non-clinical staff on LARC training.
- ISF medical providers will encourage and offer all women, especially teenagers (with prior parental consent) coming to the clinic LARC as a first choice of contraception.
- ISF outreach and program promotion staff will educate and inform the community about the importance, advantages and benefits of LARC over other contraception methods through radio, PSA and newspapers ads.
- Arrange LARC training for healthcare professional.
- Organize workshop in the community about LARC.
- Train all the non-clinical staff about the importance, usage and benefits of LARC. Train the non-clinical staff in patient counseling so the staff is better trained in providing better options to the patients during the screening process. Train case managers for contraception counseling.
- Provide support to healthcare professionals to attend continuing education and training related to LARC methods.
- 

- c. Describe professional development opportunities that respondent will employ for staff related to LARC utilization and education.**

ISF strongly committed for staff to pursue opportunities for professional development. For HTW program, ISF will ensure that women have access to acceptable, effective methods that allow them to achieve program family planning goals.

For HTW program, ISF will design a program to help its staff to enhance their performance in LARC utilization and education. This program will provide learning experiences that will enhance staff knowledge about LARC utilization and education.

- ISF will arrange annual staff training regarding LARC utilization and its benefits at all its community clinics.
- ISF will encourage non-clinical staff to receive training to become contraceptive counselors through LARC first program.
- ISF will support all staff for LARC training.
- LARC training will be included in orientation training for new staff.



**FORM I: WORK PLAN****Program Component E LARC Usage****Goals:** Increase use of long-acting reversible contraceptive (LARC) methods among women of childbearing age.

Objectives	Activities	Measurement	Staff Responsible	Completion Date
To educate and improve understanding of women about the benefits and effectiveness of LARC method.	LARC posters in clinic waiting area, exam rooms and staff room.	Monthly facility visits.	Program Officer	07/01/2016 – 08/31/2017 Each month.
	LARC material provided to all the HTW patients at time screening and enrollment.	Observational evaluation of screening staff.	Program Officer	07/01/2016 – 08/31/2017 Each month.
	LARC educational material distribution at workshops, outreaches and camps.	Clients survey	Community Outreach Coordinator	07/01/2016 – 08/31/2017
	LARC education training of ISF staff.	Attendance sheet	Program Officer	07/2016
Training to medical providers	LARC training	Attendance log	Executive Officer	Twice a year 11/2016 05/2017

**FORM J: ASSESSMENT NARRATIVE****Legal Business Name of****Respondent:**Ibn Sina Foundation (ISF)**Part A:**

Source of Assessment Data	Date of Each Assessment Source
<a href="http://healthdata.dshs.texas.gov/HealthFactsProfiles">http://healthdata.dshs.texas.gov/HealthFactsProfiles</a>	2013 TX DSHS data
<a href="http://www.hcphe.org/UserFiles/Servers/Server_72972/File/Chronic.pdf">http://www.hcphe.org/UserFiles/Servers/Server_72972/File/Chronic.pdf</a>	Feb 2014
<a href="http://www.dallascounty.org/hhs">www.dallascounty.org/hhs</a> (Horizon)	2012
Community Health Need Assessment (Baylor at Frisco)	07/24/2013

**Part B**

**a. Geographic boundaries (urban or rural, physical environment, etc.):** Harris, Fort Bend, Galveston, Brazoria and Jefferson counties comprise an area of 5,291 square miles. The counties are adjacent to southwest of Houston (Harris County), on the lower East Texas Gulf Coast (TX DSHS Public Health Region 6/5 South). Harris, Galveston and Fort Bend Counties are considered urban. Brazoria and Jefferson Counties are considered rural.

**b. General Demographic Data (age, gender, ethnicity, etc.)** Harris County has a population of 4,325,413 living within 1,729 square miles. Texas DSHS data revealed that, the racial and ethnic populations in Harris County was 42.8% Hispanic, 30.7 % white, 18.2% Black and 8.3% other. 50.1% of population is female with 49.1% males. **Fort Bend County** has a population of 650,693 living within 874.6 square miles. Texas DSHS data revealed that, the racial and ethnic populations was 33.9 % white, 24.8% Hispanic, 21.2% Black and 20.1% other. 51.0% of population is female with 49.0% males. **Galveston County** has a population of 305,938 living in an area of 398.5 square miles. Texas DSHS data revealed that, the racial makeup of the county is 57.9% White, 23.7% Hispanic, 13.1% Black and 6.1 others. 50.2% of population is female with 49.8% males. **Brazoria County** has a population of 330,385 living within 1,386 square miles. Texas DSHS data revealed that, the racial and ethnic populations was 50.4 % white, 29.0 % Hispanic, 12.4% Black and 8.2 % other. **Jefferson County** has a population of 253,315 living within 903.6 square miles. Texas DSHS data revealed that, the racial and ethnic populations was 42.3 % white, 33.5 % Black, 18.9 % Hispanic, and 5.4 % other.

**c. Socioeconomic data (per capita income, poverty levels, uninsured/underinsured, unemployment, occupational data, etc.):** Harris County has an average income of \$53,141 with 18.4% living below poverty line in all age group. The unemployment rate is 6.0 %. 27.5 % of individuals are uninsured. **Fort Bend County** has an average income of \$53,171 with 8.9% living below poverty line in all age group. The unemployment rate is 5.4 %. 17.8 % of individuals are uninsured. **Galveston County** has an average income of \$47,186 with 14.2% living below poverty line in all age group. The unemployment rate is 6.8 %. 21.0 % of individuals are uninsured. **Brazoria County** has an average income of \$41,571 with 11.8 % living below poverty line in all age group. The unemployment rate is 6.1 %. 20.2 % of individuals are uninsured. **Jefferson County** has an average income of \$ 39,958 with 22.7 % living below poverty line. The unemployment rate in the county is 10.8 %. 23.8 % individuals are uninsured.

**d. Health status (e.g., key morbidity/mortality statistics, chronic disease burden, insurance coverage status, healthcare infrastructure, rate of potentially preventable hospitalizations,**

etc.); **Harris County:** The top five leading causes of death, including Heart, Cancer and Stroke, account 59.8 % of all death in Harris County. Heart disease is the top leading cause of death in Harris County followed by Cancer. Breast Cancer was the most commonly diagnosed cancer among Harris County women. 27.5 % of individuals living in Harris County are uninsured. **Fort Bend County** Cardiovascular disease, Cancer and Diabetes are the leading cause of death in the county. Death from diabetes has increased 78 % in last decade. Obesity is found to be one of the risk factor in the prevalence of diabetes. **Galveston County:** The 6 leading causes of death in the county (1) heart diseases, (2) malignant neoplasms (cancers), (3) cerebrovascular diseases, (4) chronic lower respiratory diseases, (5) unintentional injuries, (6) diabetes mellitus. **Brazoria County:** Like other counties, Heart disease and cancer are the leading cause of death followed by chronic lower respiratory disease and diabetes respectively. Limited resources, access to health care and no insurance is one of the challenge of county population. **Jefferson County** Heart disease and cancer leading cause of death.

**e. Geographic service area (Form B):** The ISF service area is predominantly Harris, Fort Bend and Galveston counties, urban areas. ISF services a population in a health service area that comprises of the residents of the City of Houston in Southwest and Southeast Harris County. The service area is located in the third most populous county (Harris) in the United States; ISF also serve Brazoria and Jefferson counties' rural areas. The service area population is estimated to be more than 1.1 million.

**f. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population):** Ibn Sina target population is underserved, uninsured and underprivileged women in the age group of 15 – 44 years residing in Harris, Fort Bend, Galveston, Brazoria and Jefferson Counties. It is expected that there are 402,074 females in the age group of 15 – 44 years residing in Ibn Sina service area, of which approximately 66,947 are living in extreme poverty. Our target population is 4,500 which is 6 % of low income females in the same age group in our service area. Following is the data from the priority population. The data is calculated on the basis of number provided.

County	Women Ages 15-44 years	Female %	Total Female in Ages 15-44	Uninsured %	Total Uninsured Females 15-44 years	Poverty %	Low- income Females
							Ages 15-44
Harris	1,949,598	50.10%	976,749	27.50%	268,606	18.40%	49,423
Galveston	120,164	50.20%	60,322	19.90%	12,004	14.20%	1,705
FB	650,693	51.0%	331,853	17.80%	59,069	8.9%	5,257
Brazoria	330,385	49.5%	163,540	20.2%	33,035	11.8%	3,898
Jefferson	253,315	48.7	123,364	23.8	29,360	22.7%	6,664
					402,074		66,947

**g. Priority Population's health status (including population data related to health indicators, behavioral data, and community opinion data):**

**Harris County:** Harris County data revealed that teen pregnancy, unwanted pregnancy, adolescent pregnancy and Low birth weight are the key challenges in the priority population. Hispanic women and African American are disproportionately affected. **Galveston County:** The percentage of births to mothers who had late or no prenatal care in first trimester has increased to 62.1 % in 2013.



The county proportion of births to adolescent mothers is stable which is 2.2%. The number of county births to unmarried mothers increased from 37 % in 2002 to 44.1 %. **Fort Bend County** The percentage of births to mothers no prenatal care in first trimester has increased to 65.7 % in 2013. **Brazoria County:** The percentage of births to mothers no prenatal care in first trimester is also high (63.5 %) in county with high rate of low birth weight (8.8%). **Jefferson County:** The rate of teen pregnancy is 2.8 % with high rate of low birth weight.

**h. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).**

- ISF serve diverse population in the target area which comprises mostly of Hispanics, Asian, and African American. ISF current patient population comprised of 36% Hispanic; 29 % Asians, 23 % African American 12 % White. Out of which 51 % are female with 49 % male.
- Since inception (2001), ISF has provided services to over 500,000 patient visits through its five community clinics.
- 81% of patients visiting ISF's clinics are uninsured.
- 18 % of patients coming to ISF are under 18 years of age, 31 % of patients are between 19 to 30 years of age, 35 % are between 31 to 50 years of age and 16% are above 50 years of age.
- ISF has provided over 18,000 patients through EPHC program for women health and family planning since 2013.
- ISF provides following services through its 5 community clinics. 1.Primary Healthcare Services 2. Emergency care 3. Preventive care 4. Women Health Services 5. Family Planning Services 6. Contraceptive services such as condoms, OC, LARC etc.7.Dental Services 8. Laboratory and Diagnosis 9. X- ray and Imaging 10. Immunization 11. Screening and counseling 12. Mental Health.

**3. Identification of the gaps in resources and potential barriers to improving health status in the community served and how respondent's proposed support services will address these issues.**

**Gaps:** Prior to ISF's establishment in 2001 and its subsequent community clinic system, many uninsured families used the local emergency center for their primary care. At this time there are no other community clinics in the service areas thus, accessing comprehensive primary care services was practically non-existent for the area's uninsured, underinsured and indigent population. Ibn Sina Foundation has assisted in closing the gap between access to healthcare services and the low-income and indigent families in each service area.

**Barrier** Potential barrier in providing services in the target area is transportation, timing language and access.

- (a) **Transportation:** Majority of our patients walk from densely populated apartment complexes to our clinics. All our clinics are located near metro bus route, eliminating the barrier of transportation.
- (b) **Timing:** The ISF clinics are open late after working hours, allowing increased access to working families.
- (c) **Language:** We have diverse staff to support patients and help them translate their medical conditions. Currently, we have sufficient staff members who speak English, Urdu, Hindi, Gujarati, Spanish, Punjabi, and Bengali. All the forms are also available in English and Spanish including educational materials.
- (d) **Access:** Ibn Sina Clinics are ADA certified and buildings are in compliance with disability requirements.

## FORM K

### FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

**Legal Business Name of  
Respondent:**

Ibn Sina Foundation

**Clinic Site # 1 of 5**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No



**FORM K**  
**FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS**

**Legal Business Name of  
Respondent:**

Ibn Sina Foundation

**Clinic Site # 2 of 5**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

## FORM K

### FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

**Legal Business Name of  
Respondent:**

Ibn Sina Foundation

**Clinic Site # 3 of 5**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

## FORM K

### FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

**Legal Business Name of  
Respondent:**

Ibn Sina Foundation

**Clinic Site # 4 of 5**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

## FORM K

### FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

**Legal Business Name of  
Respondent:**

Ibn Sina Foundation

**Clinic Site # 5 of 5**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES****Legal Business Name of****Respondent:**Ibn Sina Foundation**Clinic Site # 1** of 5**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.**All information must be accurate. \***

Clinic Name:	Ibn Sina Community Medical Center - Wilcrest						
Street Address:	11226 South Wilcrest Drive				Suite:		
City:	Houston	County:	Harris	Zip Code:	77099	HSR:	6/5
Clinic APPOINTMENT Phone #:	281-977-7462						
Clinic PRIMARY Phone #:	281-977-7462		Fax:	281-977-7472			
Service Area (counties to be served by this clinic site):	Harris County and Fort Bend County						
Contact Person:	Dr. Naeem Ahmed						
Pharmacy License #	NA	Class:	NA				
TPI#:	3223620	NPI #:	1699973610				
Subcontractor Site:	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No			
Mobile Site:	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No			

**CLINIC HOURS**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
<b>MONDAY</b>	8:00 AM	12:00 PM	12:01 PM	5:00 PM	5:01 PM	7:00 PM
<b>TUESDAY</b>	8:00 AM	12:00 PM	12:01 PM	5:00 PM	5:01 PM	7:00 PM
<b>WEDNESDAY</b>	8:00 AM	12:00 PM	12:01 PM	5:00 PM	5:01 PM	7:00 PM
<b>THURSDAY</b>	8:00 AM	12:00 PM	12:01 PM	5:00 PM	5:01 PM	7:00 PM
<b>FRIDAY</b>	8:00 AM	12:00 PM	12:01 PM	5:00 PM	5:01 PM	7:00 PM
<b>SATURDAY</b>	8:00 AM	12:00 PM	12:01 PM	3:00 PM	CLOSED	CLOSED
<b>SUNDAY</b>	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
<b>TOTAL HRS/MONTH</b>	248					



**FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES****Legal Business Name of****Respondent:**Ibn Sina Foundation

Clinic Site # 2 of 5

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

All information must be accurate. \*

Clinic Name:	Ibn Sina Community Medical Center – Clear Lake						
Street Address:	15132 Old Galveston Rd., (Highway 3)				Suite:		
City:	Houston	County:	Harris	Zip Code:	77598	HSR:	6/5
Clinic APPOINTMENT Phone #:	281-990-7462						
Clinic PRIMARY Phone #:	281-990-7462		Fax:	281-990-7465			
Service Area (counties to be served by this clinic site):	Harris County and Galveston County						
Contact Person:	Dr. Naeem Ahmed						
Pharmacy License #	NA	Class:	NA				
TPI#:	331900601	NPI #:	1699973610				
Subcontractor Site:	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No			
Mobile Site:	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No			

**CLINIC HOURS**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	9:00 AM	12:00 PM	12:01 PM	5:00 PM	CLOSED	CLOSED
TUESDAY	9:00 AM	12:00 PM	12:01 PM	5:00 PM	CLOSED	CLOSED
WEDNESDAY	9:00 AM	12:00 PM	12:01 PM	5:00 PM	CLOSED	CLOSED
THURSDAY	9:00 AM	12:00 PM	12:01 PM	5:00 PM	CLOSED	CLOSED
FRIDAY	9:00 AM	12:00 PM	12:01 PM	5:00 PM	CLOSED	CLOSED
SATURDAY	9:00 AM	12:00 PM	12:01 PM	1:00 PM	CLOSED	CLOSED
SUNDAY	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
TOTAL HRS/MONTH	176					

**FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES**

**Legal Business Name of  
Respondent:**

Ibn Sina Foundation

**Clinic Site # 3** of 5

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

**All information must be accurate. \***

Clinic Name:	Ibn Sina Community Medical Center – Port Arthur				
Street Address:	8599 Ninth Avenue			Suite:	
City: Port Arthur	County:	Jefferson	Zip Code:	77642	HSR:6/5
Clinic APPOINTMENT Phone #:	409-724-7462				
Clinic PRIMARY Phone #:	409-724-7462		Fax:	409-724-7465	
Service Area (counties to be served by this clinic site):	Jefferson County				
Contact Person:	Dr. Naeem Ahmed				
Pharmacy License #	NA	Class:	NA		
TPI#:	331899001	NPI #:	1699973610		
Subcontractor Site:	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	
Mobile Site:	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	

**CLINIC HOURS**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
<b>MONDAY</b>	9:00 AM	12:00 PM	12:01 PM	5:00 PM	CLOSED	CLOSED
<b>TUESDAY</b>	9:00 AM	12:00 PM	12:01 PM	5:00 PM	CLOSED	CLOSED
<b>WEDNESDAY</b>	9:00 AM	12:00 PM	12:01 PM	5:00 PM	CLOSED	CLOSED
<b>THURSDAY</b>	9:00 AM	12:00 PM	12:01 PM	5:00 PM	CLOSED	CLOSED
<b>FRIDAY</b>	9:00 AM	12:00 PM	12:01 PM	5:00 PM	CLOSED	CLOSED
<b>SATURDAY</b>	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
<b>SUNDAY</b>	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
<b>TOTAL HRS/MONTH</b>	160					

**FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES**

**Legal Business Name of Respondent:**

Ibn Sina Foundation

**Clinic Site # 4** of 5

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.

**All information must be accurate. \***

Clinic Name:	Ibn Sina Community Medical Center – South Post Oak					
Street Address:	16345 South Post Oak Road				Suite:	
City:	Houston	County:	Fort Bend	Zip Code:	77053	HSR: 6/5
Clinic APPOINTMENT Phone #:	281-438-7462					
Clinic PRIMARY Phone #:	281-438-7462		Fax:	281-437-1865		
Service Area (counties to be served by this clinic site):	Harris County, Fort Bend County and Brazoria County					
Contact Person:	Dr. Naeem Ahmed					
Pharmacy License #	NA	Class:	NA			
TPI#:	331901401	NPI #:	1699973610			
Subcontractor Site:	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No		
Mobile Site:	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No		

**CLINIC HOURS**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	9:00 AM	12:00 PM	12:01 PM	5:00 PM	CLOSED	CLOSED
TUESDAY	9:00 AM	12:00 PM	12:01 PM	5:00 PM	CLOSED	CLOSED
WEDNESDAY	9:00 AM	12:00 PM	12:01 PM	5:00 PM	CLOSED	CLOSED
THURSDAY	9:00 AM	12:00 PM	12:01 PM	5:00 PM	CLOSED	CLOSED
FRIDAY	9:00 AM	12:00 PM	12:01 PM	5:00 PM	CLOSED	CLOSED
SATURDAY	9:00 AM	12:00 PM	12:01 PM	1:00 PM	CLOSED	CLOSED
SUNDAY	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
TOTAL HRS/MONTH	176					

**FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES****Legal Business Name of****Respondent:** Ibn Sina Foundation**Clinic Site # 5** of 5**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this RFP.**All information must be accurate. \***

Clinic Name:	Ibn Sina Community Medical Center – North Shepherd						
Street Address:	5012 North Shepherd Drive				Suite:		
City:	Houston	County:	Harris	Zip Code:	77018	HSR:	6/5
Clinic APPOINTMENT Phone #:	713-695-7462						
Clinic PRIMARY Phone #:	713-695-7462		Fax:	713-699-3470			
Service Area (counties to be served by this clinic site):	Harris County						
Contact Person:	Dr. Naeem Ahmed						
Pharmacy License #	NA	Class:	NA				
TPI#:	3223620	NPI #:	1699973610				
Subcontractor Site:	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No			
Mobile Site:	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No			

**CLINIC HOURS**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY	9:00 AM	12:00 PM	12:01 PM	2:00 PM	CLOSED	CLOSED
TUESDAY	9:00 AM	12:00 PM	12:01 PM	2:00 PM	CLOSED	CLOSED
WEDNESDAY	9:00 AM	12:00 PM	12:01 PM	2:00 PM	CLOSED	CLOSED
THURSDAY	9:00 AM	12:00 PM	12:01 PM	2:00 PM	CLOSED	CLOSED
FRIDAY	9:00 AM	12:00 PM	12:01 PM	2:00 PM	CLOSED	CLOSED
SATURDAY	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
SUNDAY	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
TOTAL HRS/MONTH	100					

## FORM L: STAFF DEVELOPMENT PLAN

**Legal Business Name of Respondent:** Ibn Sina Foundation, Inc. (ISF)

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**Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.**

The Program Officer (PO) and Medical Director are responsible for program and clinical staff development activities respectively. PO is responsible for making sure all personnel carry out their duties adhering to parameters outlined in the Healthy Texas Women program and other state programs. The PO is also responsible for coordinating staff development activities in Ibn Sina Foundation (ISF). It is the duty of PO to create a staff development plan for all the program administrative staff.

**Program Officer:** PO is responsible for overall implementation of Texas DSHS programs at Ibn Sina Foundation clinics. He prepares program administrative procedures and protocols in line with the guidelines of the program policies. He also participates in DSHS grant proposal writing. Program officer arranges staff trainings and development activities such as OSHA, HIPAA, Child Abuse, Human Trafficking, Intimate Partner Violence and other program specific trainings. He reports to DSHS every month, the activities and services of programs, and related reimbursement. He also participates in all QA and financial audits and reviews performed by DSHS as well as our internal auditor. He supervises the program staff to maintain up-to-date records of all patients and services of state programs. Submission of program related activity reports to the board of Directors and Executive Committee meetings is the responsibility of PO. He leads the program related outreach and networking activities such as health fairs, seminars, trainings, meetings, luncheon, dinners and development of ISF staff. The PO is responsible for introducing the objectives of the Healthy Texas Women (HTW) program. He makes an implementation plan for the program staff. The program staff consists of case managers, eligibility officer, billing officer, patient service coordinators, clinical staff, medical director, and community outreach coordinators.

**Medical Director:** Medical Director is the lead clinical person in the organization. Medical director participates in clinical administrative decision making; recommends and approves clinical policies and procedures. The medical director participates in the process to ensure the appropriateness and quality of medical care and medically related care. MD oversees and evaluates clinical, interpersonal and operational activities of all clinical staff including, but not limited to Physicians, Physician Assistants, Nurse Practitioners, Medical Assistants and other clinical staff. The MD participates in the development and conduct of educational and training programs of all the clinical staff involved in the state program implementation. Based on program guidelines MD identifies the need of specific training for clinical staff. MD also participates in the development of a compliance program, and assures operation of the practice in compliance with the policies, practices and directions of the organization's bylaws, personnel policy, the standards and regulations of Texas Medical Board, DSHS guidelines, applicable standards of relevant professional societies, and all applicable local, state and federal laws and regulations.

Additionally, all medical providers are licensed to practice medicine in the state of Texas. All our healthcare professionals are trained in Long-Acting Reversible Contraception (LARC) methods.



They have had an annual training through Merck Pharmaceuticals. They have their own training kit and videos for further review. ISF already has streamlined a process to request LARC supplies for patients requesting this service. This will expedite LARC services for HTW clients.

ISF currently has program staff that is well trained and well versed in promoting DSHS programs. Our current staff is ready to implement the new Healthy Texas Women program from July 1<sup>st</sup> 2016. Combined together our existing program staff has an average of five years' experience implementing DSHS programs and can be quickly trained with new HTW program guidelines. ISF's billing staff has already been trained by the State to do TMHP billing. They have been trained by an outside agency and can easily adapt their knowledge to implement the new HTW program.

### **1. Identify specific training that will be used for eligibility and billing staff.**

As per guidelines of HTW program, ISF has developed a new set of trainings to fully equip the program staff on eligibility and billing requirements. The Program Officer (PO) has done a need assessment and have identified training needs for screening, eligibility, approval, program objectives, program components, and program outreach. The Executive Core Team will also participate in these trainings.

**Training Phases:** Training consists of two phases; theoretical and hands on. Theoretical training will take place twice a year while hands on sessions will continue on monthly basis throughout the year with mock patients.

**Theoretical Training:** The training will start by having each of ISF's staff read the DSHS policy manual to understand the program concept, requirements and implementation. Once staff has read the manual, ISF holds a question and answer session to expand upon any items that need further explanation or clarification. Staff will be given an opportunity to participate by sharing their input into the program implementation plan. The forms that will be utilized will be reviewed in detail so screening and eligibility staff correctly enroll program participants. After thorough review and training is completed, ISF will inform program staff of enrollment goals for each location and discuss ways to achieve those targets. A case number system will be developed to monitor the progress of enrollments. Upon completion of training, each staff member should acquire the necessary skills and knowledge to properly counsel, screen, enroll, and verify patient eligibility.

**Hands-on Training:** The hands on will take place with actual and mock applicants in the supervision of Program Officer. In the initial training phase, the PO will directly monitor the enrollments with the eligibility officer to observe the case managers. After the initial phase of one-month period, eligibility officer will review the screening and enrollment procedure by the case managers; the PO will only do sporadic side by side observations to ensure continued adherence to HTW guidelines.

**Billing Training:** The billing staff will also get one on one training from the Billing Officer who will train the staff on the billing processes, documentations, reporting and review. The training module also contains the data entry and retrieval from the practice management software ISF clinics use. The training session will also provide the guidelines for covered services by the HTW program. Billing Officer will also train the billing staff for billing codes as well as pertinent necessary documentation to ensure billing reimbursement.

The PO is responsible to report to the Quality Assurance (QA) committee about the outcome of trainings. ISF has already developed an internal review system with previous experience from existing Texas Department State Health services programs. Quality Assurance committee members and the PO review eligibility and screening and billing charts on a quarterly basis from each ISF site. Upon any findings, correction action is taken until 95% compliance is achieved.

**2. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.**

ISF has developed a methodical model of training for two different training needs; training for new programs and continuous training for existing program and services.

**New Program Training (NPT):** Upon adding any new service or program, the training development team lead by the Program Officer, review all the service and program components and design a training module. The training module provides a basis for the training pedagogy. Once the training methodology is defined, the training and development team conducts the training. In specific training areas, if team feels the need of out of the network support, outside trainers are hired for training sessions.

**Continuous Training (CT):** Need assessments are conducted by collecting data on any errors made by eligibility, screening, and billing staff. Screening and eligibility officers review the case managers which in turn are reviewed by Program Officer. The Program Officer can correct if there are any deficiencies with the processed applications and documents. ISF has delegated the approval process to PO to have a system of checks and balances in place. A different set of eyes to approve applications allow for objectivity in reviewing the work of eligibility and screening staff.

The errors found by the PO are brought to the attention of the Quality Assurance committee and recommendations for corrective action are discussed. Once the Quality Assurance staff discusses recurring errors, internal staff training is held to discuss issues. Recurrent errors are addressed in a group setting so that the whole staff benefits from reflecting on the errors and getting an explanation through training sessions as to how to rectify these issues. Training activities for staff are directly related to quality management review findings. The Quality Assurance team reviews processes and procedures to ensure compliance to DSHS guidelines. ISF has quarterly reviews that address problems and this is when needs assessment are identified, and trainings are planned to correct these deficiencies.

**3. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.**

All staff has annual performance reviews by the Quality Assurance committee. These reviews are observational and non-observational. ISF allows for peer reviews to be incorporated as well. Clinicians are reviewed by the Medical Director. She reviews patient charts to ensure clinicians working in line with the State Medical Board and DSHS guidelines, make medical recommendations and provide treatment according to national standards and program goals.

Sample charts are reviewed regularly for enrollment, eligibility and clinical services compliance based on core tools provided by the DSHS. The Program Officer and Executive Officer reviews program staff. If they find areas that are lacking, or are deficient, based on the sample taken, then those areas are addressed and corrective action is explicitly discussed with staff. The ultimate goal of these reviews is to ensure adherence to provide quality care as per Medical Board and DSHS guidelines to properly implement HTW services.

**Evaluation Process:** ISF conducts annual employee performance evaluation for all of its employees at all clinic locations. Evaluations are performed at the clinic at a scheduled date. Each program staff is informed about the schedule at least a week before evaluation. Program staff is also informed about the date and time of evaluation by the Program Officer. PO issues an in-office memo to all the employees to inform about the details of staff evaluation. Evaluation forms are given to the program staff for the self-assessment. Program staff fills out their own evaluation forms. Another set of evaluation forms are filled out by the PO for each program staff. Evaluation is conducted on individual basis, but if PO feels the need, he can do group evaluations as well. It is mandatory for all the program staff of ISF to participate in annual evaluation. Staff is given complete opportunity to discuss any program related matters with the evaluation team and if need persist, follow up session are arranged. Confidentiality of the evaluation process is maintained by PO and staff. Upon completion of evaluation, PO and staff signs and date the evaluation. Every program staff gets an opportunity to complete the employee comments section. The completed and signed evaluation form is kept in staff file for future reference.

**Evaluation Report:** PO and Medical Director develop a report of staff evaluation and present to QA committee for review. The QA committee in consultation with the PO and MD, develops the future trainings and workshops for the program staff.

**FORM L-1: STAFF DEVELOPMENT TRAINING CALENDAR****Legal Business Name****of Respondent:** Ibn Sina Foundation

Respondent must complete the calendar below listing all staff orientation, training, and in service activities for July 1, 2016 through August 31, 2017, including training for volunteers, if applicable.

Date	Topic / Activity	Presenter	Location (select one)	
			Within Agency	Outside Training
7/1/16	HTW Program Objectives, Eligibility, and services offered (All ISF Staff)	PO, Liaquat Khowaja	X	
7/2/16	HTW Eligibility / Screening / Application Procedures (ISF Program Staff)	PO, Liaquat Khowaja	X	
7/2/16	LARC Guidelines, Practice Guidelines, ordering procedures, forms (ISF Providers, MA's, and Front Staff)	Merck Representative	X	
7/8/16	Volunteer Training-HTW Program Objectives, target population, HTW services offered, outreach procedures (Volunteers)	Andrea Guy Helat, Rozmin Merchant and Liaquat Khowaja	X	
7/20/16	HIPPA TRAINING (All ISF Staff)	EO, Dr. Naeem Ahmed / Stericycle	X	
8/1/16	Title V Training-Objectives, Eligibility, Screening (ISF Program Staff)	PO, Liaquat Khowaja	X	
9/1/16	Nexplanon Training-Insertion and Removal, Practice Guidelines (ISF Providers)	Merck & Co. Training provided to Medical Providers through Family Planning NTC		X
09/21/16	Domestic Violence Training (All ISF Staff)	Houston Area Women's Center?	X	
11/11/16	Emergency Procedures (All ISF Staff)	PO, Liaquat Khowaja	X	
12/16	HTW Eligibility / Screening / Application procedure	HHSC , Austin TX		X
12/15/16	HTW Eligibility / Screening / Application procedures (ISF Program Staff)	PO, Liaquat Khowaja	X	
12/21/16	Staff Evaluation (All ISF Staff)	EO, Dr. Naeem Ahmed	X	
01/06/17	Title V Training-Objectives, Eligibility, Screening (ISF Program Staff)	PO, Liaquat Khowaja	X	
1/12/17	HTW Program Objectives, Eligibility, and services offered (All ISF Staff)	PO, Liaquat Khowaja	X	

1/26/17	LARC Guidelines, Practice Guidelines, ordering procedures, forms (ISF Providers, MA's, and Front Staff)	Tamara Wilcoxson, Merck & Co. Representative	X	
2/1/17	Nexplanon Training – Insertion and Removal; Practice Guidelines (Medical Providers)	Merck & Co. Training provided to Medical Providers through Family Planning NTC		X
3/1/17	Policy Review (All ISF Staff)	EO, Dr. Naeem Ahmed	X	
4/28/17	Customer Service Training (Front Staff and Program Staff)	PO, Liaquat Khawaja	X	
5/12/17	CPR Training (All ISF Staff without current CPR Training)	CPR Certified Trainer	X	



## FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

**Legal Business Name  
of Respondent:**

Ibn Sina Foundation

### 1. Describe respondent's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.

ISF has developed a strategic framework of promotion plan to promote the HTW program by implementing various promotion activities currently been used to elevate various DSHS programs it holds. The entire plan revolves around well-defined objectives and anticipated outcomes. ISF will incorporate the core strategies of its promotion plan in HTW program promotion.

**Objectives:** Following are the objectives of the program promotion.

- a. To reach out to the pockets of low income and indigent neighborhoods to provide them access to comprehensive primary and women's health.
- b. To eliminate barriers by raising awareness of the available program and resources among the prospective clients thereby benefiting the underprivileged families.
- c. To attract prospective clients so they can benefit from various services under the scope of the program.
- d. To stimulate uninsured and underserved individuals and families to identify new patients.

**Target Population:** ISF has very well defined target population to promote HTW program. The population comprises of the following.

- a. Uninsured individuals and families in the surrounding zip codes of ISF clinics.
- b. Low income and poverty stricken neighborhoods of counties served by all ISF Clinics.
- c. Young women of child bearing age.
- d. All women with chronic illnesses or conditions affecting the women's overall health.

### **Strategies:**

- ISF clinics will conduct 5 Health Fairs in 14 months' period. Each clinic will hold one health fair which will be the total of five health fairs. There will be screening, diagnostic and patient education services at the health fair particularly family planning and benefits of LARC.
- ISF have always utilized the local radio stations for the promotion of its services and programs. ISF clinics will also utilize radio marketing to conduct HTW program promotion, education and outreach. Radio advertising will be conducted to cover each service area within the first month of implementation of the HTW Program followed by continuation of the campaign in subsequent months. There will be three on air sessions every quarter. Total of 15 radio sessions will promote the program to the service areas of ISF clinics.
- Program staff will reach out to local community colleges including but not limited to Houston Community College, Lone Star College and Lamar State College Port Arthur. Staff will approach the local high schools to promote and educate the community of the HTW Program. Staff will attend nurse and parent meetings at local schools and area community colleges to disseminate program materials. ISF will reach out and make presentations at parent meetings at Head Start schools, and it will continue to use this tool to market the HTW Program. The parents of Head Start students are a prime target for

women needing HTW services. In addition, ISF will partner with various agencies, including students at Houston Community College. ISF will distribute total of 25,000 flyers each quarter, total of 125,000 flyers and speak to the nurses at seven area Independent School Districts, (Clear Creek ISD, Alief ISD, Stafford MSD, Fort Bend ISD, Houston ISD, Pasadena ISD and Port Arthur ISD), speak at Student assemblies.

- ISF staff will also attend community events hosted by other community organizations. These events allow for maximum exposure and provide an opportunity for program staff to market and educate the community about the HTW Program. Awareness events of Amaanah Refugee Services, Alief Community Center's Family Fun Day (Houston Parks and Recreation Dept.), Interfaith Ministries, YMCA of Greater Houston meetings, Memorial Assistance Ministries and Catholic Charities refugee services events, the congregation of Community of Faith Church, area mosques and temples, to educate their clients about HTW Services. As a member of West Houston, Clear Lake, Fort Bend, Central Fort Bend, Port Arthur and African American Chamber of Commerce, will attend the monthly networking events and workshops. ISF will take part in Making Strides Against Breast Cancer walk to raise awareness of our services. These various outreach opportunities allow our staff to clearly explain program benefits and services as well as to promote family planning benefits, including the benefits of LARC. The presentations will be made in the language of the participants at these events. Flyers provided with benefits covered by HTW Program in English and Spanish will help to further promote the programs.
- ISF understands there are effective non-conventional venues that must be tapped to promote and educate the community about the HTW Program. Quarterly outreach will be conducted at area flea markets, grocery stores, shopping centers and local parks. ISF program staff can market the HTW Program during screening events held at area parks during little league baseball season and at other events. Health screenings, education, and program promotion get high visibility during highly attended games. These places allow ISF staff to set up and conduct health screenings and provided educational and outreach materials. These outreach efforts are essential in reaching community members that may otherwise be unaware of HTW Program services.
- Recruitment for potential clients for the HTW Program will come from both outreach and from in-reach. ISF currently has a numerous EPHC clients to recruit for the HTW Program. Through the services provided by 'Message on Hold' ISF will make sure any caller who contact our clinic will hear the message about HTW program while waiting to be connected. Our after hour message will contain information to promote HTW program. This provides a constant promotion for new and existing patients. With as many calls as we get every day, this is an easy and effective medium to reach literally thousands of patients every week. Case managers at each ISF clinic will screen new clinic patients on a continuous basis to see if they qualify for the HTW Program. ISF currently does a lot of cross marketing with The Rose, HOPE clinic and other organizations. Some of these patients may be eligible to enroll in the HTW Program. ISF will take measures to make sure the HTW Program is marketed in both traditional (health fair and community events) and non-traditional venues (flea market stands and cross marketed).
- Due to excessive utilization of social media such as Facebook and Twitter, particularly in young adults, ISF will have continuous program promotions through its Facebook pages.

This will be especially beneficial to promote family planning services to young child bearing aged girls and women.

**2. Describe respondent's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the proposed service area. Respondent must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the respondent to the community.**

Ibn Sina Foundation has many outreach programs and services in collaboration with various local clinics, healthcare groups, city departments and social service organizations in its service areas.

**Collaborations:** ISF's collaboration with Acre's Home Multiservice Center near North Shepherd clinic, Alief and Liberty Community Centers near Wilcrest clinic, Oliver Foundation, Arab American Cultural & Community Center, Daya, Fort Bend Women's Center, Helping Hand, Amaanah Refugee Services, Interfaith Ministries, BAPS temple and Islamic Society of Greater Houston helps promote state funded programs through health fairs, community meetings and outreach camps. The community health education and outreach programs provide a variety of mediums to promote HTW program and educate the community of the benefits of this program. The community is drawn to these events because ISF incorporates disease prevention, self-care for health and illness and health screenings.

**Clinic Visit Program:** Since November 2015, ISF has initiated an extensive clinic visit program for all local organizations' executives and program directors to promote the DSHS programs. The outreach team invites the guests and provides tour of the facility to showcase the services and programs. During visit a presentation is given to each visitor to discuss various covered service and benefits.

**Event Calendars:** Community Outreach team of ISF has developed an event calendar where all collaborated organization's upcoming events are recorded. The team reviews the calendar and contacts the organizations to ensure ISF's participation in the events. The calendar contains health fairs, open houses, networking events, workshops, meetings and seminars.

ISF currently collaborates with the local social agencies like YMCA, Neighborhood Centers Inc., Gateway to Care, and Super Neighborhoods in Acres Home. ISF also gets numerous referrals from The United Way's 2-1-1 line. ISF, with the collaborative efforts of its existing partners, will promote the new Healthy Texas Women program as it did for EPHC program. ISF has already started to introduce its partners to the Healthy Texas Women program by promoting it meetings and health fairs in 2016. Letters of support are attached on the back of the proposal for review. The infrastructure is already in place to promote the Healthy Texas Women program as the EPHC program gets phased out.

In order to promote Healthy Texas Women program, ISF will host different outreach activities in the next 14 months' period which will strive to capture community awareness and to educate them about women health, preventive care, family planning and health education. The marketing strategy includes handing out flyers and educational materials at flea markets, grocery stores, community events, libraries, schools, non-profit agencies, and local grocery stores such as Fiesta, HEB and Walmart. The HTW clients will be given information about primary and preventive health, family planning and health education. ISF will reach out with local media to conduct radio sessions and public service announcements on Spanish and Hindi radio for the promotion of HTW program. ISF will tap into Spanish radio because many of the clientele in the proposed area are Spanish speaking. The proposed outreach activities will take place from July 01, 2016 to August 31, 2017.



**Form M- 1****Legal Business Name of****Respondent:**Ibn Sina Foundation (ISF)

**Respondent must also attach a calendar of the proposed community education/HTW Program promotion for the contract period (July 1, 2016 through August 31, 2017). Respondent's calendar must include the following information: topics, presentation-dates, locations, and presenters. Respondent should label the attachment "Form M-1: Community Education/Program Promotion Calendar".**

<b>Outreach activity</b>	<b>Topic</b>	<b>Date</b>	<b>Location</b>	<b>Presenter / Responsible person</b>
Newspaper Ad in Spanish Newspaper Buena Suerte La Voz	HTW Program Promotion / Services	July 2016 Weekly	South, SW Houston & North Shepherd	Andrea Guy-Halat and Rosemeena Keshvani
Newspaper Ad in African American Newspaper	HTW Program Promotion / Services	July 2016 Bi-weekly	Port Arthur, South & North Shepherd	Andrea Guy-Halat and Rosemeena Keshvani
PSAs On local radio stations	Women Health and Pregnancy	July 2016 Monthly	Houston Clear Lake Port Arthur	Andrea Guy-Halat
Spanish Radio I Univision & FM 98.3	Teen Pregnancy and Women's Health	July and Aug. 2016	Houston and Clear Lake	Dr. Alejandro Marquis and Andrea Guy-Halat
North Shepherd Clinic Health Fair	HTW Program Promotion/Services	July 2016	Houston	Rozmin Merchant and Outreach team
ISF (Back to School Fair) with Alief ISD	HTW Program Promotion	August 2016	Houston	Rozmin Merchant and Outreach team
Hum Tum Radio Hindi	Teen Pregnancy and Women' Health	August 2016	Southwest Houston and Clear Lake	Rozmin Merchant and Dr. Kokila Parikh
Flea Market Health Screening on Telephone Road	HTW Program Promotion / Screenings	August 2016	Clear Lake, TX	Maria Fernandez
Ismaili Women Group workshop	Contraceptive and family planning	Sept 2016	Southwest Houston	Dr. Ranjan Patel
FP workshop HCC college	Contraceptive and family planning	Sept 2016	Houston	Dr. Ranjan Patel
Flea Market Health Screenings	HTW Program Promotion / Screenings	Oct 2016	North Houston	Lily Diaz and Ruby Rivera
Outreach Camp Community College Lone Star	HTW Program Promotion / Family Planning	October 2016	Houston	Lily Diaz and Ruby Rivera
Outreach Camp Family Fun Day Alief Community Center	HTW Program Promotion	October 2016	Houston	Mariela Soberanis, Rozmin Merchant

Spanish Radio II Univision & FM 98.3	HTW Program Eligibility, Breast Cancer	Sep. & October 2016	Houston and Clear Lake	Kiran Banu Ali and Andrea Guy-Halat
Sangeet Radio Hindi	Family planning and HTW program	Nov 2016	SW Houston & Clear Lake	Rozmin Merchant & Dr. Ranjan Patel
FP workshop HCC college	Contraceptive and family planning	Sept 2016	Houston	Dr. Ranjan Patel
South Post Oak Clinic Health Fair	HTW Program promotion and enrollments	Nov 2016	Houston	Lily Diaz and Yarely Flores
Ismaili Women Group workshop	Contraceptive and family planning	Nov 2016	Clear Lake	Dr. Ranjan Patel
Mix FM 96.5	Importance of Well Exam once a year	Dec 2016	Houston, Clear Lake and Port Arthur	Dr. Ranjan Patel and Andrea Guy-Halat
Flea Market Health Screenings	HTW Program Promotion / Screenings	Dec 2016	Houston	Lily Diaz and Yarely Flores
Outreach Camp Health Screening GCCSA Head Start	HTW Program Promotion	Jan 2017	Houston, TX	Maria Fernandez
Spanish Radio 98.3	HTW Program promotion	Jan 2017	Houston, TX	Yarely Flores & Dr. Alejandro Marquis
FP workshop HCC college	Contraceptive and family planning	Jan 2017	Houston, TX	Dr. Kokila Parikh
Outreach Camp Health Screening Arab American Cultural Center	Contraceptive and Family Planning Women's Health	Feb 2017	Houston, TX	Dr. Ranjan Patel and Dr. Kokila Parikh
Spanish Radio FM 98.5	HTW Program – Qualification and Eligibility	Feb 2017	Port Arthur	Andrea Magallon and Yasmeen Habib
Fun & Fit Health Fair	Healthy life style	Feb 2017	Port Arthur	Yasmeen and Rozmin
Port Arthur Jamat Khana	HTW Program Promotion	March 2017	Port Arthur	Dr. Salma Meghani
Masala Radio Hindi	LARC	March 2017	Houston, Clear Lake	Dr. Kokila Parikh
Outreach Camp Community College	HTW Program Promotion	March 2017	Houston	Anthonia Nwodo, NP
Flea Market Health Screenings Sunny Flea Market	HTW Program Promotion / Screenings	March 2017	North Houston	Lily Diaz and Ruby Rivera
FP workshop YMCA	Contraceptive and family planning	Mar 2016	Houston	Beatric Gyebi, NP
Spanish Radio FM 98.3	LARC	April 2017	Houston	Dr. Alejandro Marquis
FP workshop Lamar State Community College	Contraceptive and family planning	April 2017	Port Arthur	Dr. Rojina Jessani
Outreach Camp Family Fun Day Alief Community Center	HTW Program Promotion / Fam Planning	May 2017	Houston	Mariela Soberanis, Rozmin Merchant



Health Fair Pink	Women's Health	May 2017	Clear Lake	Maria Fernandez and Rozmin Merchant
Mix FM 96.5	LARC	May 2017	Houston and Clear Lake	Dr. Dinesh Patel and Andrea Guy-Halat
FP workshop HCC	Contraceptive and family planning	May 2017	Houston	Beatrice Gyebi, NP
Spanish Radio Univision	Importance of Annual Well Woman	June 2017	Houston and Clear Lake	Ruby Rivera and Dr. Alejandro Marquis
Flea Market Health Screenings Telephone Road	HTW Program Promotion / Screenings	June 2017	Houston	Maria Fernandez
FP workshop Lone Star College	Contraceptive and family planning	June 2017	Houston	Dr. Dinesh Patel
Flea Market Health Screenings Sunny Flea Market	HTW Program Promotion / Screenings	July 2017	Houston	Yarely Flores and Lily Diaz
Spanish Radio FM 98.5	Teen Pregnancy	July 2017	Port Arthur	Dr. Alejandro Marquis
Mix FM 96.5	HTW Program Promotion	August 2017	Houston and Clear Lake	Dr. Ranjan Patel & Andrea Guy-Halat
Health Fair (Aldine ISD Back to School Fair)	HTW Program Promotion	August 2017	North Houston	Andrea Guy-Halat and Lily Diaz

## APPENDIX E: Healthy Texas Women Certification

**Legal Business Name  
of Respondent:**

Ibn Sina Foundation

This certification pertains to the following billing or performing provider:

Provider Name Ibn Sina Foundation

Federal Tax ID Number 76-0698464

NPI Number \_\_\_\_\_

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address 11226 South Wilcrest Dr.

City/State/Zip Code Houston Texas 77099

Telephone Number 281-977-7462

Provider's primary physical address:

Street Address 11226 South Wilcrest Dr

City/State/Zip Code Houston Texas 77099

Telephone Number 281-977-7462

### DEFINITIONS

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates: common ownership, management, or control; a franchise; or the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:

taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider; furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;

or  
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Naeem Ahmed. I am the provider or, if the provider is an organization, I am the provider's (title or position) Executive officer. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.

☒ I affirm that this statement is true and correct.

2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.

☒ I affirm that this statement is true and correct.

3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.

☒ I affirm that this statement is true and correct.

4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:

- a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
- b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
- c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
- d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.

☒ I affirm that this statement is true and correct.

5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization

that performs or Promotes Elective Abortions.

☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

***Texas Medicaid & Healthcare Partnership***

***ATTN: Provider Enrollment***

***PO BOX 200795***

***Austin, TX78720 -0795***



If statements 1 – 5 are all marked “true,” indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification July 01, 2016 through 12/31/2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Naeem Ahmed

Printed Name: Dr. Naeem Ahmed

Title: Executive Officer

Date: 04/30/2016



# Required Forms



**State of Texas  
Health & Human Services Commission**

**Child Support Certification**

**I.**

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

**II.**

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name

Social Security #

_____	_____
_____	_____
_____	_____
_____	_____

**III.**

As required by Section 231.006, the undersigned certifies the following:

***"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."***

Naeem Ahmed  
Signature

DR. NAEEM AHMED  
Printed Name

EXECUTIVE OFFICER  
Title

04/30/2016  
Date

**CERTIFICATION**  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.


Do you have or do you anticipate having subcontractors under this proposed contract? ..... ☐ Yes ☒ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor <b>IBN SINA FOUNDATION (ISF)</b>	Vendor ID No. or Social Security No. <b>17606984643002</b>	HHSC Contract No. (if applicable)
 Signature of Authorize Representative	<b>4/30/2016</b> Date	Printed/Typed Name and Title of Authorized Representative <b>DR. NAEEM AHMED (E.O.)</b>

**CERTIFICATION**  
**REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

**DEFINITIONS**

**Covered Contracts/Subcontract.**

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
  - a. Principal investigators.
  - b. Providers of audit services required by the HHSC or federal funding source.
  - c. Researchers.

**Debarment.** An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

**Grant.** An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

**Ineligible.** Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implementing regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

**Participant.** Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

**Person.** Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

**Principal.** Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

**Proposal.** A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

**Suspension.** An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

**Voluntary exclusion or voluntarily excluded.** A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.



**Required Certifications**

*Instructions: This form must be submitted as an attachment to the respondent's proposal, and must be signed in ink by an individual who is authorized to bind the respondent.*

By submitting a proposal, the respondent agrees and certifies the following.

1. The respondent accepts the RFP terms and conditions, including HHSC's Uniform Contract Terms and Conditions, and other RFP requirements unless specifically noted on the Respondent Information and Disclosure Form. HHSC reserves the right to reject any or all of the respondent's proposed exceptions.
2. The respondent's proposal will remain a firm and binding offer for 240 days from the date the proposal is due.
3. The respondent guarantees that the proposal complies with all RFP requirements, at the costs outlined in the proposal. The respondent further guarantees that the terms specified in the proposal will remain firm and binding through the contract termination date, unless the parties agree to modify such terms in the contract.
4. HHSC will have the right to use, produce and distribute copies of, and disclose all or part of the proposal to HHSC's employees, agents, and contractors and other governmental entities as HHSC deems necessary to complete the procurement process or comply with state or federal laws.
5. Neither the respondent nor any firm, corporation, partnership, or institution represented by the respondent, nor anyone acting for such firm, corporation, partnership or institution has: (1) violated the antitrust laws of the State of Texas under TEX. BUS. & COM. CODE, Chapter 15, or federal antitrust laws, or (2) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process.
6. All prices proposed by the respondent have been arrived at independently. The respondent has not, for the purpose of restricting competition, consulted, communicated with, and/or made any agreements with or inducements to any other respondent relating to:
  - o the intention to submit a proposal;
  - o the methods or factors used to calculate the prices proposed; or
  - o the respondent's proposal.
7. On behalf of itself, any parent or subordinate organization and all proposed subcontractors, the respondent accepts as lawful and binding, without reservation or limitation:
  - o the RFP's submission requirements and specifications, including all RFP appendices and addenda, except as noted in the Respondent Information and Disclosure Form;
  - o HHSC's procurement rules, procedures, and processes;
  - o HHSC's use of the evaluation methodology and process described in RFP Section 5;
  - o HHSC's sole, unrestricted right to reject any or all proposals, or parts thereof, submitted in response to the RFP;
  - o the substantive, professional, legal, procedural, and technical propriety of the RFP Scope of Work.
8. The respondent generally releases from liability and waives all claims against any party providing information about the respondent at HHSC's request.
9. Prior to assigning any personnel to perform any part of its obligation under the contract, the respondent agrees that it will require its personnel and subcontractor personnel to execute individual confidentiality agreements, which upon execution will become part of the contract.



HHSC RFP No.: 529-16-0094 Respondent Name: IBN SINA FOUNDATION

10. The respondent does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract, and if applicable, the respondent has identified any potential conflicts of interest in its proposal.
11. The respondent has complied with all State of Texas and federal laws and regulations relating to the hiring of former state employees, and has disclosed all past state employment in its proposal.
12. The respondent has identified all parts of its proposal that it believes are excepted from disclosure under the Texas Public Information Act, and provided an explanation of why it believes the exceptions apply, in the Respondent Information and Disclosure.
13. Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
14. Under Section 2155.006, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
15. Under Texas Family Code Section 231.006, relating to child support obligations, the respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.
16. The respondent will adhere to, and require its subcontractors to adhere to, Executive Order 13224, "Terrorist Financing – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," effective September 24, 2004, as amended.
17. Respondent has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
18. The respondent acknowledges all addenda and amendments to the RFP.

Naeem Ahmed  
Signature  
DR. NAEEM AHMED  
Printed Name  
EXECUTIVE OFFICER  
Title  
4/30/2016  
Date

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

**PREAMBLE**

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

Covered Awards and Subawards--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

Lobbying--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

Limited Use of Appropriated Funds Not Prohibited--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

Professional and Technical Services--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

Other Allowable Activities--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

Funds Other Than Federal Appropriations--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

Applicability of Other State and Federal Requirements--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

**TERMS OF CERTIFICATION**

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ..... ☐ Yes ☒ No

Name of Contractor/Potential Contractor <b>IBN SINA FOUNDATION</b>	Vendor ID No. or Social Security No. <b>17606984643002</b>	HHSC Contract No. (if applicable)
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Name of Authorized Representative (type or print) <b>DR. NAEEM AHMED</b>	Title <b>E.O.</b>
---	----------------------

  
Signature--Authorize Representative

**4/30/2016**  
Date

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION**

**ANTI-TRUST CERTIFICATION**

**STATE OF TEXAS**

**COUNTY OF TRAVIS**

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.

Naeem Ahmed

Authorized signature

IBN SINA FOUNDATION

Name of Contractor/Vendor

4/30/2016

Date

DR. NAEEM AHMED

Printed Name of Individual

EXECUTIVE OFFICER

Title of Individual

Effective Date: 04/02/2007

Revision Date:

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION  
ANTI-TRUST CERTIFICATION FORM**

**INSTRUCTIONS**

**PURPOSE:**

The contractor certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Antitrust violations are activities or practices that are noncompetitive or that attempt to restrain trade or commerce.

**PROCEDURES:**

This form should be included in the contract package if the anti-trust certification is not part of required certifications included in the contract.

The HHSC Program/Division that originates the request for the new contract is responsible to ensure that this form is included in the contract package forwarded to Administrative Services Development (ASD) for review, approval and execution. The anti-trust certification applies to contracts established with private vendors only.



### Respondent Information and Disclosures

Instructions: This form must be submitted as an attachment to the respondent's proposal.

#### Part 1: General Respondent Information.

1. Organization's Legal Name: IBN SINA FOUNDATION
2. Doing Business As: COMMUNITY MEDICAL CENTER
3. Physical Address: 11226 S. WILCREST DR. HOUSTON, TX 77099
4. Mailing Address: SAME AS ABOVE
5. Taxpayer Identification Number: 76-0698464
6. Legal Status (check one):  
☐ For-profit Entity ☒ Non-profit Entity  
☐ Governmental Entity
7. Business Structure (check one):  
☒ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☐ Sole Proprietorship  
☐ Other (specify): \_\_\_\_\_
8. State of Incorporation, If Applicable: TEXAS
9. Name of Parent Entity, If Applicable: N/A
10. HUB Status (check one): ☐ State of Texas Certified Entity ☒ Non-HUB Entity

#### Part 2: Respondent Contact Information.

- |  |   |
|--|---|
| 1. Person Who Will Sign the Contract:<br>Name: <u>DR. NAEEM AHMED</u><br>Title: <u>EXECUTIVE OFFICER</u><br>Mailing Address: <u>11226 S. WILCREST</u><br><u>DR. HOUSTON, TX 77099</u><br>Telephone: <u>281-977-7471</u><br>Fax: <u>281-977-7473</u><br>E-mail: <u>na@ibnsinafoundation.org</u> | 2. Primary Contact for Proposal Questions:<br>Name: <u>DR. NAEEM AHMED</u><br>Title: <u>EXECUTIVE OFFICER</u><br>Mailing Address: <u>11226 S. WILCREST</u><br><u>DR. HOUSTON, TX 77099</u><br>Telephone: <u>281-977-7471</u><br>Fax: <u>281-977-7473</u><br>E-mail: <u>na@ibnsinafoundation.org</u> |
|--|---|

#### Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.

1. Organization's Legal Name: WE DO NOT SUBCONTRACT
2. Doing Business As: \_\_\_\_\_
3. Physical Address: \_\_\_\_\_



Effective: August, 2004  
Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094  
Respondent's Name: ISF

4. Mailing Address: \_\_\_\_\_
5. Taxpayer Identification Number: \_\_\_\_\_
6. Legal Status (check one): ☐ For-profit Entity ☐ Non-profit Entity  
☐ Governmental Entity
7. Business Structure (check one): ☐ Corporation ☐ Limited (Liability) Company  
☐ Partnership ☐ Limited (Liability) Partnership  
☐ Joint Venture ☐ Sole Proprietorship  
☐ Other (specify): \_\_\_\_\_
8. State of Incorporation, If Applicable: \_\_\_\_\_
9. Name of Parent Entity, If Applicable: \_\_\_\_\_
10. HUB Status (check one): ☐ State of Texas Certified Entity ☐ Non-HUB Entity

Have you attached additional pages for Part 3? ☐ Yes ☐ No

**Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.**

1. Name of former state employee: \_\_\_\_\_
2. Job title at termination of state employment: \_\_\_\_\_
3. Date of termination of state employment: \_\_\_\_\_
4. Annual rate of compensation at termination: \_\_\_\_\_
5. Description of job responsibilities while state employee: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. If the former state employee worked on matters relating to the RFP, describe those matters:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you attached additional pages for Part 4? ☐ Yes ☐ No

**Part 5: Conflicts of Interest.** *Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.*

NONE

Have you attached additional pages for Part 5? ☐ Yes ☐ No

**Part 6: Litigation.** *Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.*

NONE

Have you attached additional pages for Part 6? ☐ Yes ☐ No

**Part 7: Exceptions or Reservations to the RFP.** *List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.*

NONE

Have you attached additional pages for Part 7? ☐ Yes ☐ No

**Part 8: Texas Public Information Act (PIA):** *Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.*

1. Proposal Section: \_\_\_\_\_

2. PIA Exception\*: \_\_\_\_\_

3. Explanation of Why the Exception Applies: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☐ No





# HUB Subcontracting Plan (HSP)

## QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
  - ☐ Section 2 c. - Yes
  - ☐ Section 4 - Affirmation
  - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - ☐ Section 2 c. - No
  - ☐ Section 2 d. - Yes
  - ☐ Section 4 - Affirmation
  - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - ☐ Section 2 c. - No
  - ☐ Section 2 d. - No
  - ☐ Section 4 - Affirmation
  - ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery), complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
  - ☐ Section 3 - Self Performing Justification
  - ☐ Section 4 - Affirmation

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



# HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21 percent for commodities contracts.**

## - - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

## SECTION 1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Ibn Sina Foundation State of Texas VID #: \_\_\_\_\_  
Point of Contact: Dr. Naeem Ahmed Phone #: 281-977-7462  
E-mail Address: na@ibnsinafoundation.org Fax #: 281-977-7472
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Requisition #: 529-16-0094 Bid Open Date: \_\_\_\_\_



Enter your company's name  
here:

Ibn Sina Foundation

Requisition #: 529-16-0094

## SECTION 2 SUBCONTRACTING INTENTIONS RESPONDENT

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b, of this SECTION and continue to Item c of this SECTION.)
- ☒ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs .
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		0%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- ☐ - **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the **aggregate expected percentage** of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract\* in place with for five (5) years or less **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- ☐ - **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

*\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Requisition #: 529-16-0094

a. **This page can be used as a continuation sheet to the HSP Form's page 2, SECTION 2, Item b.** Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here:

Ibn Sina Foundation

Requisition #:

529-16-0094

### SECTION 3

#### SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

☒ - Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

☐ - No (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

Please Refer to Form I: Work Plan on Page 29 -47. Which describes the delivery of service.

ISF will not subcontract any component of Healthy Texas Women to anyone.

### SECTION 4 AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.



Signature

Dr. Naeem Ahmed

Printed Name

Executive Officer

Title

04/30/2016

Date

(mm/dd/yyyy)

- REMINDER:**
- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
  - If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

**HSP Good Faith Effort - Method A (Attachment A)**

Requisition #: 529-16-0094

**IMPORTANT:** If you responded "Yes" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc>

## SECTION A-1 SUBCONTRACTING OPPORTUNITY

Enter the Item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #:	Description:

## SECTION A-2 SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

[illegible]

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



# HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: Ibn Sina Foundation

Requisition #: 529-16-0094

**IMPORTANT:** If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

## SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: \_\_\_\_\_ Description: \_\_\_\_\_

## SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- ☐ - Yes (If Yes, to continue to SECTION B-4.)  
☐ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

## SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>
- d. List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No



## HSP Good Faith Effort - Method B (Attachment B) *Cont.*

Enter your company's name here: Ibn Sina Foundation

Requisition #: 529-16-0094

### SECTION B-4 SUBCONTRACTOR SELECTION

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: \_\_\_\_\_ Description: \_\_\_\_\_

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



# HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

## Section A

### PRIME CONTRACTOR'S INFORMATION

Company Name: Ibn Sina Foundation

State of Texas VID #: \_\_\_\_\_

Point-of-Contact: Dr. Naeem Ahmed

Phone #: 281-977-7462

E-mail Address: na@ibnsinafoundation.org

Fax #: \_\_\_\_\_

## Section B

### CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: Ibn Sina Foundation

Point-of-Contact: Dr. Naeem Ahmed

Phone #: 281-977-7462

Requisition #: 529-16-0094

Bid Open Date: \_\_\_\_\_

## Section C

### SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

#### 1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than \_\_\_\_\_ Central Time on: \_\_\_\_\_

*In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.*

*(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)*

#### 2. Subcontracting Opportunity Scope of Work:

#### 3. Required Qualifications:

☐ - Not Applicable

#### 4. Bonding/Insurance Requirements:

☐ - Not Applicable

#### 5. Location to review plans/specifications:

☐ - Not Applicable

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 days for HIPAA related contracts and 90 days for others.

**SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)**

<b>1. Entity or Applicant/Bidder Legal Name</b>	Legal Name: Ibn Sina Foundation Address: 11226 South Wilcrest Dr. City: Houston State: TX ZIP: 77099 Main Telephone #: 281-977-7462 Website: <a href="http://www.ibnsinafoundation.org">www.ibnsinafoundation.org</a>
<b>2. Number of Employees, at all locations, in Applicant Bidder's Workforce</b> "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 79
<b>3. Number of Subcontractors</b> (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 0
<b>4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder</b> (Privacy and Security Official may be the same person.)	<b>A. Security Official:</b> Name: Liaquat Khowaja Address: 11226 South Wilcrest Dr. City: Houston State: TX ZIP: 77099 Telephone #: 281-977-7462 Email Address: <a href="mailto:liaquat@ibnsinafoundation.org">liaquat@ibnsinafoundation.org</a>
	<b>B. Privacy Official:</b> Name: Mariela Soberanis Address: 11226 South Wilcrest Dr. City: Houston State: TX ZIP: 77099 Telephone #: 281-977-7462 Email Address: <a href="mailto:mariela@ibnsinafoundation.org">mariela@ibnsinafoundation.org</a>

**5. HHS Agency Information** Provide the following information if known.

Contract Mgr:	<input type="text"/>	Email Address:	<input type="text"/>	Agency:	HHSC
Telephone #:	<input type="text"/>	Requesting Dept:	<input type="text"/>	PO/Contract #:	<input type="text"/>

<b>6. Number of Storage Devices for HHS Confidential Information (as defined in the HHS Data Use Agreement (DUA))</b> Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	Total # (Sum a-d) 60
<b>a. Devices.</b> Number of personal user computers, devices or drives, including mobile devices and mobile drives.	52
<b>b. Servers.</b> Number of Servers that are not in a data center or using Cloud Services.	5
<b>c. Cloud Services.</b> Number of Cloud Services in use.	2
<b>d. Data Centers.</b> Number of Data Centers in use.	1
<b>7. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year:</b>	<b>Select Option</b>
a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more	<input type="radio"/> a. <input type="radio"/> b. <input checked="" type="radio"/> c. <input type="radio"/> d.
<b>8. HIPAA Business Associate Agreement</b>	<b>Yes or No</b>
<b>a.</b> Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered HHS agency for a HIPAA-covered function?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<b>b.</b> Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "No" if not applicable, such as for agencies not covered by HIPAA.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<b>9. Subcontractors.</b> If the Applicant/Bidder responded "0" to Question 3 (indicating no subcontractors), check "No" for both 'a.' and 'b.' to indicate "N/A."	<b>Yes or No</b>
<b>a.</b> Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>b.</b> Will Applicant/Bidder obtain written approval from an HHS agency before entering into any agreements with subcontractors to handle HHS Confidential Information on behalf of Applicant/Bidder?	<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>10. Does Applicant/Bidder have any Optional Insurance currently in place?</b> Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	<input checked="" type="radio"/> Yes <input type="radio"/> No



## Section B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	Yes or No
<p>a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential information?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information on behalf of an HHS agency?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three):</p> <ul style="list-style-type: none"> <li>i. Immediate breach notification to the HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA;</li> <li>ii. Following a documented breach response plan, in accordance with the DUA and applicable law; &amp;</li> <li>iii. Notifying Individuals and Reporting Authorities whose HHS Confidential Information has been breached, as directed by the HHS agency?</li> </ul>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>



<b>f.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>g.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>h.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>i.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification of a need for update?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>j.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the HHS Confidential Information, except for an Authorized Purpose, without express written authorization from an HHS agency or as expressly permitted by the Base Contract?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

<b>k. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit offshoring, or the use, disclosure, creation, maintenance or transmission of HHS Confidential Information outside of the United States of America, without express written permission from the HHS agency?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of HHS Confidential Information?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of HHS pursuant to the DUA, or to publish HHS Confidential Information without express prior approval of the HHS agency?</b>	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>2. Does Applicant/Bidder have a current Workforce training program?</b> Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling HHS Confidential Information, (2) a requirement to complete training before access is given to HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>


<p><b>3. Does Applicant/Bidder have Privacy Safeguards to protect HHS Confidential Information in oral, paper and/or electronic form?</b></p> <p>"Privacy Safeguards" means protection of HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to HHS Confidential Information, whether oral, written or electronic?</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle HHS Confidential Information from the list of Authorized Users?</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>Section C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)</b></p>	
<p><b>This section is about your electronic system. If your business DOES NOT store, access, or transmit HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.</b></p>	
<p><input type="checkbox"/> <b>No Electronic Systems</b></p>	
<p><b>1. Does Applicant/Bidder ensure there are not any offshore (outside of the United States) services that access, create, disclose, receive, transmit or maintain HHS Confidential Information?</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>



<b>3. Does Applicant/Bidder monitor and manage access to HHS Confidential Information (i.e., access is limited to Authorized Users, formal processes exist for granting access and validating need for remote access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information)?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>4. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain HHS Confidential Information have a unique user name (account) and private password?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>5. Does Applicant/Bidder have a system for changing default passwords, requiring user password changes at least every 90 days, and prohibiting the creation of weak passwords for all computer systems that access or store HHS Confidential Information (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible)?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store HHS Confidential Information?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>7. Does Applicant/Bidder secure, manage and encrypt remote access to computer systems containing HHS Confidential Information, including wireless access, (i.e., access is limited to Authorized Users, a formal process exists for granting access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information, etc.)?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

<b>8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>10. Does Applicant/Bidder use encryption products to protect HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WiFi, etc.) or that is stored on a computer system that is physically or electronically accessible to the public? (<b>FIPS 140-2 encryption*</b> preferred.)</b>	<input type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>11. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>12. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>13. Does Applicant/Bidder store HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can Applicant/Bidder produce evidence of the encryption, such as, a screen shot or a system report? (<b>FIPS 140-2 encryption*</b> preferred.)</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<p>* For more information regarding FIPS 140-2 encryption products, refer to:  <a href="http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm">http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm</a> </p>	



<b>14. Does Applicant/Bidder prohibit the storage or creation of HHS Confidential Information on free Cloud Services or social media sites, unless there is an HHS-approved subcontractor agreement including an encryption-at-rest requirement with the service or site?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>17. Does the Applicant/Bidder review system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>18. Notwithstanding records retention requirements, do Applicant/Bidder's disposal processes for HHS Confidential Information ensure that HHS Confidential Information is destroyed so that it is unreadable or undecipherable?</b>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>Section D: Signature and Submission</b>	
Please sign the form digitally, if possible; if you can't, provide a handwritten signature.	
Signature: 	Date: 4/30/2016
To submit the completed, signed form, do one of the following: <ul style="list-style-type: none"> <li>• Click the Submit by Email button. (When prompted, choose the Desktop Email Application option and click OK.)</li> <li>• Attach it to an email to <a href="mailto:InfoSecurity@hhsc.state.tx.us">InfoSecurity@hhsc.state.tx.us</a>.</li> </ul> <div style="text-align: center;"> <input type="button" value="Submit by email"/> </div>	

## **Section 3**

# **Value Added Benefit**

### **Section 3 – Value-added Benefits**

- Since inception, Ibn Sina Foundation is providing comprehensive primary care services to underserved, uninsured and low income population; with inclusion of Healthy Texas Women Program the existing eligible patients will get additional access to comprehensive family planning services under one roof.
- Families will have added benefits of controlling their family size with HTW program. This will in turn reduce Low Birth Weight, infant mortality, teen pregnancies and reduce burden on Medicaid.
- New enrolled patients; in HTW Program will have added benefit from our clinics of getting free mammograms, breast and cervical cancer screening through our partnership.
- Our current target population cannot afford the cost of contraceptive services especially Long Acting Reversible Contraceptives (LARC); with HTW Program low income particularly child bearing age women will have access to LARC.

# **Section 4**

## **Budget Assumptions**

## **Section 4 – Budget Assumptions**

- Ibn Sina Foundation (ISF) is targeting 4,500 unduplicated individuals during program period.

### **Personnel – Cost Cutting Measures**

- ISF is sharing time with existing program staff; who are currently operating state funded.
- All existing Nursing and Clinical Laboratory staff will be used to facilitate program and provide care to HTW program patients.
- Billing for Fees-for-Services will also be done in house through existing resources.

### **Travel – Innovation**

- ISF is sharing common vehicle between Project and Program staff as well as community outreach staff to save travel cost, save mileage and reduce burden of unnecessary fuel consumption.

### **Equipment –Savings**

- ISF is not asking for any funding for medical or other office equipment. All medical and office equipment already exist in our organization.

### **Supplies and Material – Low-cost Approaches**

- ISF is very efficient on office supplies, avoid wastage.

### **Others – Cost savings**

- ISF already getting free public service announcements as non-profit entity, ISF will incorporate free HTW announcements.
- We also have negotiated rates with radio, newspapers, web designers and printer for printing health education material and flyers.



# **Addendum**



SOLICITATION ADDENDUM

**SOLICITATION ADDENDUM: # 1**  
**for**  
**SOLICITATION: # 529-16-0094**

Date: 3/31/2016

PCS Purchaser/Contract Administrator: Mahsa Azadi

Phone: 512-406-2410

Fax: 512-406-2688

Date Due: 04/21/2016

Time Due: 2:00 pm

**DESCRIPTION OF THE ADDENDUM:**

This Addendum is issued to reflect the following information, clarification or change:

The addition of the vendor conference presentation.



Microsoft PowerPoint  
97-2003 Presentation

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, **or**;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature: Naeem Ahmed Date: 4/30/2016

Printed or Typed Name of Authorized Signature: DR. NAEEM AHMED

Business Entity Name: IBN SINA FOUNDATION



## SOLICITATION ADDENDUM

**SOLICITATION ADDENDUM: # 2**  
for  
**SOLICITATION: # 529-16-0094**

Date: 4/15/2016

PCS Purchaser/Contract Administrator: Mahsa Azadi  
Phone: 512-406-2410  
Fax: 512-406-2688

Date Due: 04/27/2016

Time Due: 2:00 pm

**DESCRIPTION OF THE ADDENDUM:**

This Addendum is issued to reflect the following information, clarification or change:

HHSC posts Addendum #2 to revise various sections of the RFP, to publish Vendor Questions and HHSC'S responses, and the Vendor Conference Sign-In sheet as indicated in the following documents.

2016 4 15 HTW RFP  
Amendment -- 4-15-1

HTW Sign In Sheet.PDF

Microsoft Excel  
Worksheet

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:


1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, **or**;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature: Naeem Ahmed Date: 4/30/2016Printed or Typed Name of Authorized Signature: DR. NAEEM AHMEDBusiness Entity Name: IBN SINA FOUNDATION



SOLICITATION ADDENDUM

**SOLICITATION ADDENDUM: # 3**  
**for**  
**SOLICITATION: # 529-16-0094**

<b>Date: 4/20/2016</b>	<b>PCS Purchaser/Contract Administrator: Mahsa Azadi</b> <b>Phone: 512-406-2410</b> <b>Fax: 512-406-2688</b>
<b>Date Due: 05/2/2016</b>	<b>Time Due: 2:00 pm</b>
<b><u>DESCRIPTION OF THE ADDENDUM:</u></b> This Addendum is issued to reflect the following information, clarification or change:  HHSC posts Addendum #3 (Package 6) to revise Section 1.3, Section 3.7, Section 3.8, Form A and the inclusion of the HHS Information Security and Privacy Initial Inquiry (SPI) Form as indicated in the document attached below.   HTW RFP Amendment #3	

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, **or**;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature: Naeem Ahmed Date: 4/30/2016  
Printed or Typed Name of Authorized Signature: DR. NAEEM AHMED  
Business Entity Name: IBN SINA FOUNDATION

## APPENDIX A

# RESUMES



## Executive Officer

215 Cheswick Circle,  
Sugar Land, TX 77479  
979-422-2125  
na@ibnsinafoundation.org

### NAEEM AHMED

#### WORK HISTORY

##### **EXECUTIVE OFFICER – IBN SINA COMMUNITY MEDICAL AND DENTAL CENTER**

**S. WILCREST DR., HOUSTON, TX 77099**

July 2013-

**MANAGER - IBN SINA COMMUNITY CLINIC, CLEAR LAKE**

Nov. 2011- June 2013

**MANAGER - IBN SINA DENTAL CLINIC WILCREST**

Oct. 2009 – Nov 2011

**DENTAL SURGERY, DENTAL SURGEON**

2006 – 2007

**QADRI DENTAL CLINIC, ASSOCIATE DENTAL SURGEON**

2005 – 2006

**HOUSE OFFICER**

2004 - 2005

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#### EDUCATION

##### **DIPLOMA IN PUBLIC ADMINISTRATION**

UNIVERSITY OF KARACHI, PAKISTAN

##### **B.D.S. – BAQAI MEDICAL UNIVERSITY**

KARACHI, PAKISTAN

##### **HIGHER SECONDRY CERTIFICATE**

Govt. College for Men, Nazimabad, KARACHI, PAKISTAN

##### **SECONDRY SCHOOL CERTIFICATE**

S.M.S. Aga Khan School Karimabad, KARACHI, PAKISTAN

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#### COMMUNITY

##### SERCVICES

MEMBER, AGA KHAN HEALTH BOARD FOR KATY JAMAT KHANA 2010 -2011

Train Scouts and guides of Rahimabad Scout Units and Girl Guide Units  
regarding CPR and Fracture Management

Served a member of Rahimabad Medical Aid Services

Organize and manage the resources of Medical Aid Services

Community Dental Services in Sind, Pakistan – A project of third professional year, Baqai Dental  
College

# Liaquat Ali Khowaja (Program Officer)

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## PROFESSIONAL EXPERIENCE

November 2014 – Present – Ibn Sina Foundation

### **General Manager**

Looking after day to day clinical operations

November 2013 – November 2014 – Rupani Foundation, Houston, TX

### **Manager Monitoring and Evaluation – Early Childhood Programs**

Worked in collaboration with country teams to monitor funding projects and organization's core programs in three developing countries

September 2010 to September 2011 - Aga Khan University Karachi, Pakistan

### **Monitoring, Evaluation and Research Coordinator – ECD Project in Pakistan**

Coordinated the research projects, Established M&E mechanism and Teaching

July–August 2010: Collective for Social Sciences Research (WHO-EMRO project)

### **Research Fellow**

- Research work for indexing of Health Economics Research in Pakistan (Available online on [www.hsa.edu.pk](http://www.hsa.edu.pk)).

February 2007 to December 2009 - Aga Khan Development Network

### **Consultant** (Worked as a member of the QoL program's central team)

- Supervise and coordinate research activities in five countries, training of country teams, data management & analysis and write up of research reports

August 2000 to September 2004 – Aga Khan Health Service, Pakistan

### **Marketing Officer / Credit and Recovery Officer**

- Developed marketing plans, promoted services in corporate sector and participated in ISO certification of the AKHS,P Unit at Hyderabad

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## EDUCATION

2004 to 2006 – Aga Khan University, Karachi, Pakistan

### **M.Sc. Health Policy and Management (HPM)**

1999 to 2000 – IBA, University of Sindh, Jamshoro, Pakistan

### **MBA – Marketing**

1996 to 1999 – IBA, University of Sindh, Jamshoro, Pakistan

### **BBA (Hons)**

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## SHORT COURSES

### **December 2011**

Measuring Health Disparities (Part one through four) - Michigan Public Health Training Centre

### **January 2012**

Certificate of Achievement in Global Health – 30 online courses completed and achieved the Professional Level

Global Health eLearning Centre (A joint initiative of USAID and John Hopkins Bloomberg School of Public Health)

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## COMPUTER SKILLS

Windows, MS Office, Outlook, Endnote, EpiInfo / Epidata, SPSS, N-Vivo

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**Contact Details** 11215 S Wilcrest Dr, Apt 1305, Houston TX, 77099. Cell: 832-884-9715

Email: [liaquat.khowaja@gmail.com](mailto:liaquat.khowaja@gmail.com)

# MALIK CHARANIA ( FINANCIAL OFFICER)

malikchar@yahoo.com

22015 Prose Ct • Spring, TX 77389 • (281) 745-8404

## EDUCATION

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**Texas Women's University**– Houston, Texas

**Masters in Business Administration**

May 2010

GPA : 3.56

**University of Karachi University**– Karachi, Pakistan

**Masters in Arts, Economics**

December 1988

## EXPERIENCE

---

**Ibn Sina Foundation**

Summer 2014 – Present

**Senior Accountant**

- Manage cash flow for revenues of \$6 million
- Evaluate and assemble payroll of \$350,000
- Present financial documents to Directors monthly

**Entrepreneur**

2011 -2015

Charania Associates

- Running Accounting Firm for Small business
- Franchisee of Great Clips
- *Manshah Bazaar*- Started a Indian-Pakistani grocery store and Restaurant

**AP G&E [Texas], LLP** - Houston, TX

Summer 2005 - 2011

**Senior Accounting Manager/Treasurer**

- Manage cash flow for revenues of \$100 million
- Evaluate and assemble payroll of \$ 500,000
- Present financial documents to partners quarterly

**Megha Enterprise**– Houston, TX

1992 - 1998

**Chief Financial Officer**

- Controlled accounts of 35 locations
- Established as the sole accountant at the office

**Aga Khan University Hospital**– Karachi, Pakistan

1984 – 1992

**Senior Accountant**

- Developed the Accounts Payable
- Managed the Treasury Department and foreign currency

## LEADERSHIP EXPERIENCE AND ACTIVITIES

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**Houston North Ismailia Center**– Houston, TX

1992 Present

**Center Coordinator**

- Govern the facilities for center
- Ensure the ceremonies run smoothly

## ADDITIONAL

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Honors: Outstanding Employee (AKU), Employee of the Year (AP G&E)

Hobbies: Traveling and Racquetball

Work Eligibility: U.S.A. citizen

## **Ranjan S. Patel MD** (Medical Director)

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### **Objective:**

### **Experience:**

**Present: Medical Director/Family Practice**

**April 1, 2014**

Ibn Sina Community Medical and Dental Center

11226 South Wilcrest Drive,

Houston, TX 77099

Phone no.: 281-977-7462

**Past: Family Practice**

**March 1980 – July 2012**

Family Practice Clinic

13668 Westheimer Road, Houston, TX 77077

### **Education:**

**July 1997** – Board Certification in Family Practice, From A.A.P.S. / ABMS

**December 1979** – License - Received License to Practice in Texas from T.M.B. Austin

**February 1979** – Immigrated to Houston, TX USA

**June 1977** – FLEX Exam, Passed FLEX for State of Illinois, USA

**July 1974 – June 1976** – Residency

Family Practice – 2 years - Calgary General Hospital, Calgary, Alta, Canada

**July 1973 – June 1974** – Residency

Pathology – 1<sup>st</sup> year - Foothills Hospital, Calgary, Alta, Canada

**Jan 1973** – E.C.F.M.G. - Appeared & Passed Exams

**Sep 1972** – Immigrated - Calgary, Alberta, Canada

**Dec. 1971 – Aug. 1972** – Residency - 1<sup>st</sup> year in Dermatology

**Nov 1971** – Graduated

M. S. Baroda Medical College

M. S. University, Baroda, Gujarat, India - 390001



TEXAS MEDICAL BOARD	
IDENTIFICATION CARD	
LICENSE/PERMIT NUMBER	EXPIRATION DATE
F6069	08/31/2017
RANJAN S PATEL, MD	
1803 MAIDENHAIR LN	
SUGAR LAND TX 77479-4054	
PHYSICIAN FULL PERMIT	

TEXAS MEDICAL BOARD	
P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029	
PHYSICIAN FULL PERMIT	
LICENSE/PERMIT NUMBER	EXPIRATION DATE
F6069	08/31/2017
RANJAN S PATEL, MD	
1803 MAIDENHAIR LN	
SUGAR LAND TX 77479-4054	
THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD	
THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE	
PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS	



DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
AP8984533	03-31-2017	\$731

SCHEDULES	BUSINESS ACTIVITY	DATE ISSUED
2,2N,3 3N,4,5	PRACTITIONER	03-26-2014

PATEL, RANJAN S MD  
1803 Maidenhair Lane  
Sugar Land, TX 77479

**CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE**  
UNITED STATES DEPARTMENT OF JUSTICE  
DRUG ENFORCEMENT ADMINISTRATION  
WASHINGTON, D.C. 20537

Sections 304 and 1008 (21 U.S.C. 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

**THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IS NOT VALID AFTER THE EXPIRATION DATE.**

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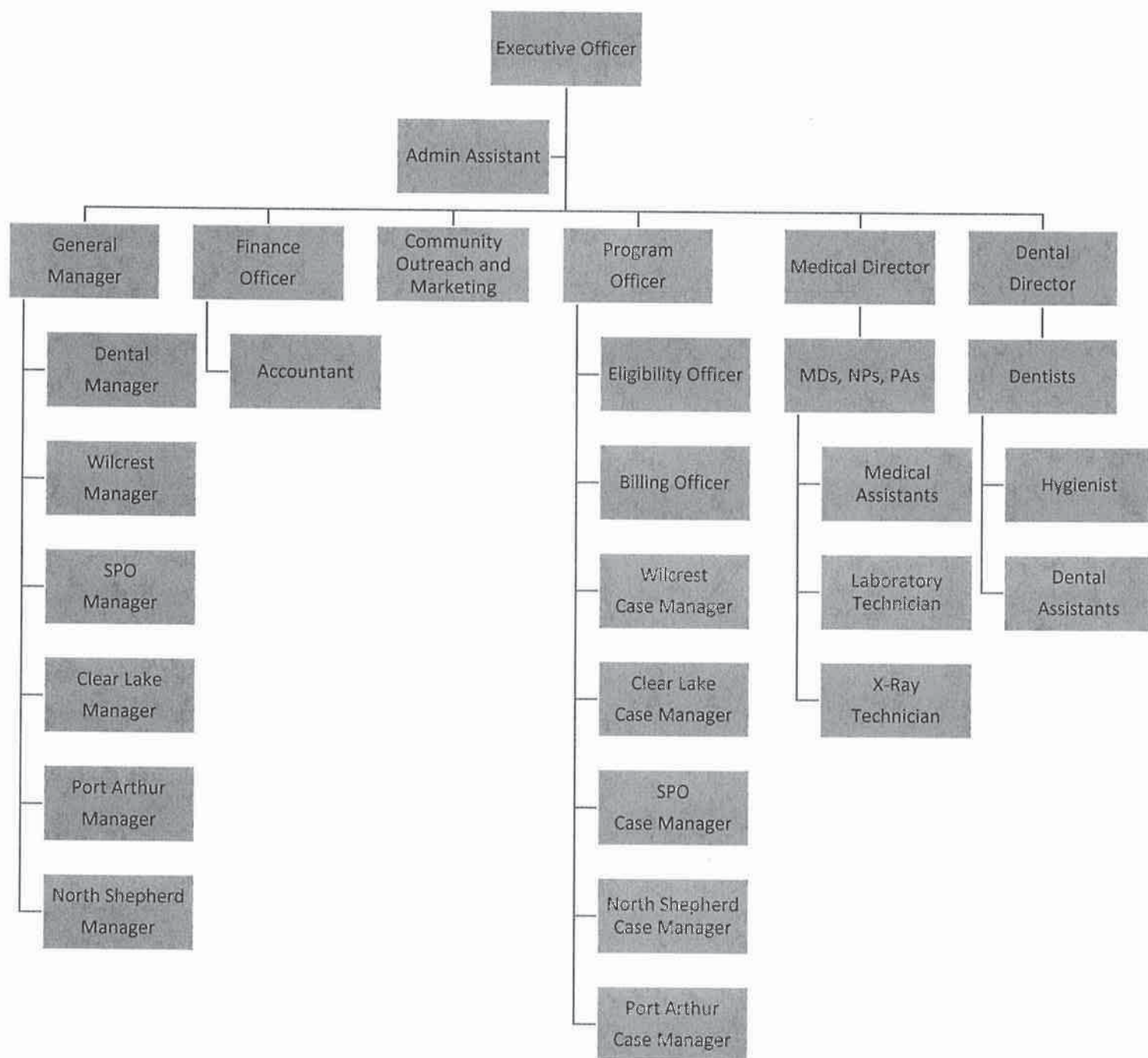
**THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, BUSINESS ACTIVITY, OR VALID AFTER THE EXPIRATION DATE.**

## APPENDIX B

# ORGANIZATION CHART



# Ibn Sina Foundation Organizational Structure 2016



## APPENDIX C

# **JOB DESCRIPTION**

**JOB DESCRIPTION**  
**MEDICAL DIRECTOR**

**Management Functions:**

- Provides direct patient care, address patient complaints related to medical care.
- Provide clinical supervision of medical staff including, but not limited to the supervision of physician assistants and nurse practitioners.
- Review at least 10% of medical patient charts as required by the Texas Medical Board regulations.
- Ensures integration of medical services into Ibn Sina Foundation's - Community Clinics overall comprehensive services.
- Participates in the recruitment and selection process for all medical providers.
- Provides supervision of continuing professional education, in-service training and orientation of new medical staff.
- Conduct performance appraisal and feedback to all medical staff with the help of HR.
- Approve leave for medical staff and arrange alternative staff for delivery of services.
- Facilitates medical staff and/or provider's meetings.
- Supervise all state funded programs, control quality of care and ensure appropriate care is provided to state funded program patients. Also, review state funded program patients' medical records and provide feedback and recommendations to the providers.
- Facilitate and participate in the credentialing process for Medicare, Medicaid and other commercial insurances.
- Represent Ibn Sina Community Clinics in state and or private meetings, workshops, seminars and conferences.
- Performs or delegates responsibility for quarterly medical record reviews for all medical staff focusing on quality of care and appropriate billing.
- Advise on purchase of medical equipment.
- Lead planning teams for the development of new clinical programs.

**Administrative Functions:**

- Development of standards and qualifications for medical personnel with the help of HR.
- Approval of medical practice procedures and policies.
- Responsible for the credentialing and privileging of the medical staff.
- Provides clinical guidance and reports to Executive Management on as needed basis.
- Review clinical and patient care contracts for services to and by ISF.
- Performs periodic review of practice management functions.
- Serves as a liaison between medical staff and administration.
- Represents Ibn Sina Foundation at local medical societies, hospitals, professional organizations, groups and agencies.
- Will provide supervisory support as Medical Director in all local statutory, state and federal compliances and programs pertaining to medical practice in the State of Texas



## **JOB DESCRIPTION OF PROGRAM OFFICER**

- Ensures compliance with applicable rules, regulations, policies and procedures governing eligibility.
- The main task of an eligibility officer is to review applications of clients enrolling in EPHC program and ensure that applicants are eligible for them.
- Interview patient and applicant's guardian for eligibility.
- Reviews eligibility determinations and related documentation for completeness, correctness and compliance with rules and regulations.
- Review documentation for accuracy and completeness.
- Oversees the activities of all case managers and set training for eligibility every six months.
- Responsible for keeping up-to-date patient records of program patients.
- Provides information and makes referrals to appropriate department and programs.
- Develop and review program management report concerning data.
- Prepares reports, correspondence and other material.
- Communicate effectively verbally and in writing with persons from variety of social, cultural and emotional situations.
- Communication between all outside agencies regarding screening and eligibility processes.
- Maintains confidentiality of information.
- Responsible for support staff working for EPHC programs.
- Responsible for submitting monthly report for to CEO.

including X-rays registration, medical lab , VFC (vaccine for children program), medical vendors such as PRI, PSS and other medical suppliers.

- Lead and participate in the setup and implementation of after hours on-call system with the help of executive management.

**Performance Improvement Functions:**

- Oversees and maintain performance improvement processes for Ibn Sina Community Medical Centers as established by Ibn Sina Foundation, Inc.
- Reviews results of patient satisfaction surveys.
- Review patient complaints; counsel if needed and recommend measures and actions to be taken to the administration.
- Assists in promoting a medical staff environment in which the medical providers retain independent judgment and responsibility in the practice of medicine, subject to peer review by, and recommendations from ISF's Medical Director. Provides an environment in which the medical providers follow and abide by the ethics of medical profession, all applicable federal, state and local laws and ordinances, and other policies adopted by ISF.

**Regulatory and Compliance:**

- Ensures all activities are carried out in compliance with Ibn Sina Foundation and practice organizational policy, local, state and Federal laws and regulations.
- Ensures adherence to legal requirements and government reporting regulations affecting OSHA, HIPAA, DOL, TWC and other regulatory bodies. Continually monitors exposure of practice.

## **Case Manager**

### **Education/ Experience:**

- Undergraduate degree in healthcare field.
- At least one year of related work experience.
- Bilingual preferred; not required

### **Roles and Responsibilities:**

- Communicate with patients on regular basis about the program.
- Report to the Program Director every month for the activities of Healthy Kids Program, Primary Health Care Program and Expanded Primary Health Care Program.
- Keep up-to-date records of all patients and services of all three programs.
- Attending trainings and meetings related to Programs of TIIHP.
- Responsible for screening the patients for Title V, PHC, and EPHC programs.
- Responsible for preparing eligibility for Title V, PHC, and EPHC programs.
- Responsible for documentation of the approvals and renewals for the Title V, PHC, and EPHC.
- Responsible for scheduling patients for dental and medical for the Title V, PHC and EPHC program.
- Tracking patients for physicals for Title V, PHC, and EPHC programs.
- Ensures that program staff has a thorough understanding of practice business objectives.

### **Knowledge, skills and abilities:**

- Ability to exercise discretion on confidential matters and to demonstrate sound judgment in consulting with and keeping others informed.
- Ability to easily adapt to changing organizational needs and a fast-paced work environment; work independently without close supervision and as part of a team.
- Excellent interpersonal and communication skills, both oral and written. Ability to read and interpret documents such as contracts, policy and procedure manuals and write complex reports and correspondence.
- Well-developed organizational, time-management, multi-tasking and administrative skills.

- Ensures productive working relationships with physicians, corporate staff and all clinic employees, as well as external services such as hospitals, consultants, legal counsel, and public and governmental bodies.
- Oversees the preparation and maintenance of management/financial reports for the ISF Board and EC meetings as well as Advisory Board meetings.
- Coordinates EC, Board and Advisory Board meetings and related activities. Write minutes and create follow up action plans for the board and leads and coordinates activities and meetings of the staff clinic staff on operational issues and strategic plans.
- Ensures that clinic staff has a thorough understanding of practice objectives.
- Ensures that practice facilities and equipment are installed and maintained to support clinical and business activities, including recommendation and management of lease, purchase and maintenance contracts.
- Oversees the development of systems (both manual and automated) to properly support practice activities based upon business needs. Coordinates hardware and software requirements of existing and future systems.
- Oversees development and coordination of new office locations and services and their needs as required for building construction, renovation and maintenance.
- Responsible for maintenance of non-profit status as well as property tax exemption status.
- Participates in professional meetings outside clinics and able to travel and attend board meetings inside and outside the State of Texas. Also attends meetings and participates on committees as requested by the Ibn Sina Foundation.
- Create policies, procedure, and controls manual consistent with standards clinical practice and clinical quality and protocol.
- Employee's duties may be reasonably changed, increased or reduced at the Corporation's discretion.

## **JOB DESCRIPTION**

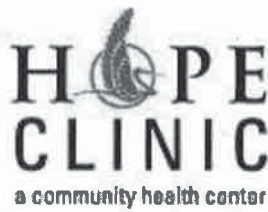
### **EXECUTIVE OFFICER**

- Create policies, procedure, and controls manual consistent with standards clinical practice and clinical quality and protocol.
- Analyze operations and strategies and be a decisive decision maker with the ability to prioritize and communicate to staff key objectives and tactics necessary to achieve organizational goals that commands respect and recognition.
- Bring and implement a plan or proven program to streamline operations.
- Advise Executive Committee on key planning issues and make recommendations on important business decisions.
- Strategic planning and resource allocation.
- Establish operational processes/ process improvement.
- Create policy documents and Human Resource Manuals and maintain records in accordance with State and Federal requirements. Ensures their execution, compliance and updates. Will be responsible for compliance for financial and non-financial State and Federal audits.
- Will be responsible for Human resource assignments.
- Evaluates general and specific business conditions, maintain corporation records, fulfill State and Federal corporate requirements, hire legal experts as and when necessary and keeps Board and EO updated on all operational and legal matters.
- As necessary, delegates selected activities, responsibilities, and authorities in the organization. Ensures that responsibilities, authority and accountability of all directed assignments are completed.



## APPENDIX D

# Letter of Support



**April 28, 2016**

**Naeem Ahmed  
Executive Officer,  
Ibn Sina Foundation**

**Dear Dr. Ahmed,**

**On behalf of the Asian American Health Coalition DBA HOPE Clinic, I am pleased to present this letter of support for Ibn Sina Foundation (ISF) in its application to Department of State Health Services (DSHS) Texas for Healthy Texas Women (HTW) grant. Ibn Sina clinics are already providing many free and low-cost services to the communities which they serve. These services are provided through the Healthy Kids Program, the Primary Health Care Program and the Expanded Primary Health Care Program of DSHS. I am confident that with the DSHS grant, Ibn Sina Foundation will increase access to women health services for low income, underserved populations in the greater Houston area and improve health outcomes for low income and uninsured patients.**

**The Ibn Sina Foundation, a non-profit organization that operates six clinics throughout Houston and Port Arthur, Texas, is taking the lead in providing Medical, Dental and Diagnostic services for those in need as the cornerstone of the Foundation's mission. Ibn Sina's mission of serving those in need includes the tireless efforts of many highly qualified doctors, nurses, medical assistants, dentists and dental assistants, some of whom generously donate their time to the Ibn Sina Foundation's work. The goal of the Ibn Sina Foundation is to help eliminate or significantly reduce health issues in the local communities of its area of service. If patients are unable to pay the very low minimal fee for medical services, special arrangements and exceptions can be made to serve them.**

**HOPE Clinic fully supports Ibn Sina Foundation in its mission to serve the needy population of the medically underserved area.**

**Sincerely,**

**Shane Chen  
Chief Operation Officer**



#### CO-FOUNDERS

Dixie U. Melillo, M.D.  
Dorothy W. Gibbons

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Eileen Campbell, Vice Chair  
Bob Tenczar, Treasurer  
Myrleen P. Knott, Secretary  
Loretta Anderson  
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Marian Sparks  
Robert Spong  
Maria Todd  
Sherry Trainer  
Corkey Turner

**The Rose Southeast**  
12700 N. Featherwood  
Suite 260  
Houston, Texas 77034  
Main 281.484.4708  
Fax 281.484.5626

**The Rose Galleria**  
5420 West Loop South  
Suite 3300  
Bellaire, Texas 77401  
Main 281.484.4708  
Fax 281.668.3173

**Mobile Mammography**  
281.464.5136

[TheRose.org](http://TheRose.org)

April 28, 2016

Dr. Naeem Ahmed  
Chief Executive Officer,  
Ibn Sina Foundation  
11226 Wilcrest Dr,  
Houston Texas, 77099

Dear Dr. Ahmed,

The Rose, a non-profit breast cancer organization is pleased to write this letter of support for Ibn Sina Foundation (ISF) for the Healthy Texas Women (HTW) grant of the Texas Department of State Health Services (DSHS).

The mission of Ibn Sina Foundation is to ensure the health of the community by providing integrated, preventive and primary care in a clinical setting through the dissemination and application of health related knowledge, thereby enhancing the quality of life for future generations. The Rose supports Ibn Sina Foundation in its mission to serve the low income population of the Greater Houston through our mobile mammography program and our diagnostic follow-up and patient navigation to treatment services when needed.

We are a collaborating partner of Ibn Sina Foundation for several years. Ibn Sina Foundation seeks many grants from the State of Texas Health Department for free primary health care services to women and kids. The Rose fully supports Ibn Sina Foundation in its application for funds from the DSHS Healthy Texas Women program. Women's health is a priority in Greater Houston and we are confident that the grant will help the Ibn Sina Foundation provide increased access to underserved women population.

Gratefully,

Bernice Joseph

Chief Operating Officer  
The Rose

# **Attachment E – Grantee UTC**

## **VERSION 2.12**

HHSC Uniform Terms and Conditions Version 2.12  
Published and Effective: November 30, 2015  
Responsible Office: Chief Counsel



**Health and Human Services Commission**  
**HHSC Uniform Terms and Conditions - Grant**  
**Version 2.12**



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## ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

## **1.02 Interpretive Provisions**

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- j. Time is of the essence in this Contract.

## **ARTICLE II PAYMENT METHODS AND RESTRICTIONS**

### **2.01 Payment Methods**

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

### **2.02 Final Billing Submission**

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following



the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

### **2.03 Financial Status Reports (FSRs)**

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

### **2.04 Debt to State and Corporate Status**

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

### **2.05 Application of Payment Due**

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

### **2.06 Use of Funds**

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

### **2.07 Use for Match Prohibited**

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

### **2.08 Program Income**

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § \_\_.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

## **2.09 Nonsupplanting**

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

## **ARTICLE III. STATE AND FEDERAL FUNDING**

### **3.01 Funding**

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

### **3.02 No debt Against the State**

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

### **3.03 Debt to State**

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

### **3.04 Recapture of Funds**

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

## ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

### 4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

#### **4.02 Independent Single or Program-Specific Audit**

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

#### **4.03 Submission of Audit**

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission  
Office of Inspector General  
Compliance/Audit, Mail Code 1326  
P.O. Box 85200  
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

[Dani.fielding@hhsc.state.tx.us](mailto:Dani.fielding@hhsc.state.tx.us)

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

## **ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS**

### **5.01 General Affirmations**

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.02 Federal Assurances**

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.03 Federal Certifications**

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

## **ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY**

### **6.01 Ownership**

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

### **6.02 Intellectual Property**

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

## **ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE**

### **7.01 Books and Records**

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to



determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

#### **7.02 Access to records, books, and documents**

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

#### **7.03 Response/compliance with audit or inspection findings**

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

#### **7.04 SAO Audit**

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

#### **7.05 Confidentiality**

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

#### **7.06 Public Information Act**

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

### **ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION**

#### **8.01 Contract Management**

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

#### **8.02 Termination for Convenience**

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

#### **8.03 Termination for Cause**

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

##### **a. Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

**b. Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

**8.04 Equitable Settlement**

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

**ARTICLE IX MISCELLANEOUS PROVISIONS**

**9.01 Amendment**

The Contract may only be amended by an Amendment executed by both Parties.

**9.02 Insurance**

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

**9.03 Legal Obligations**

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

**9.04 Permitting and Licensure**

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

#### **9.05 Indemnity**

**TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:**

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

**GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.**

#### **9.06 Assignments**

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

## **9.07 Relationship of the Parties**

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

## **9.08 Technical Guidance Letters**

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

## **9.09 Governing Law and Venue**

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.



## **9.10 Survivability**

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

## **9.11 Force Majeure**

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

## **9.12 No Waiver of Provisions**

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

## **9.13 Publicity**

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

## **9.14 Prohibition on Non-compete Restrictions**

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

## **9.15 No Waiver of Sovereign Immunity**

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

## **9.16 Entire Contract and Modification**

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

### **9.17 Counterparts**

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

### **9.18 Proper Authority**

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

### **9.19 Employment Verification**

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

### **9.20 Civil Rights**

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
  1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
  2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
  4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
  7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: [http://www.hhsc.state.tx.us/about\\_hhsc/civil-rights/brochures-posters.shtml](http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml)
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office  
701 W. 51<sup>st</sup> Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885.

# **Attachment F – HHSC Special Conditions Version 1.0**



**Health and Human Services Commission  
Special Conditions  
Version 1.0**



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## **HHSC SPECIAL CONDITIONS**

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

### **ARTICLE I. SPECIAL DEFINITIONS**

**“Conflict of Interest”** means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

**“Contractor Agents”** means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

**“Custom Software”** means Software developed as a Deliverable or in connection with the Agreement.

**“Data Use Agreement”** means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

**“Federal Financial Participation”** is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

**“Item of Noncompliance”** means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

**“Minor Administrative Change”** refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

**“Other Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

**“Outside the United States”** means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

**“Software”** means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

**“State”** means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

**“Third Party Software”** refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

**“Turnover”** means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

**“Turnover Plan”** means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

**“VUTC”** means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

**“WSD”** means the Work, Services, or Deliverables to be performed or provided under the Contract.

## ARTICLE II. GENERAL PROVISIONS

### 2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

### 2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract;  
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

### **2.03 Delegation of Authority**

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

### **2.04 Other System Agencies Participation in the Contract**

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

### **2.05 Most Favored Customer**

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.



## **2.06 Assumption After Assignment**

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

## **2.07 Cooperation with HHSC Vendors**

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

## **2.08 Renegotiation and Reprocurement Rights**

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

## **2.09 Solicitation Errors**

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

# **ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES**

## **3.01 Authority**

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

## **3.02 Prohibition**

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

### **3.03 Exception**

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

### **3.04 Remedy**

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

## **ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS**

### **4.01 Qualifications**

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

### **4.02 Conduct and Removal**

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

#### **4.03 No Authority**

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

#### **4.04 E-Verify**

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

#### **4.05 Subcontractors Not Identified in the Solicitation Response**

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

### **ARTICLE V. PERFORMANCE**

#### **5.01 Measurement**

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

## ARTICLE VI. AMENDMENTS AND MODIFICATIONS

### 6.01 Formal Procedure

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

### 6.02 Minor Administrative Changes

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

### 6.03 Technical Guidance Letters

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

## ARTICLE VII. AUDITS AND RECORDS

### 7.01 Record Retention

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrsm/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

#### **7.02 Access and Accommodation**

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

#### **7.03 Response to Audits or Inspection Findings**

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

### **ARTICLE VIII. PAYMENT**

#### **8.01 Duty to Make Payment**

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.



## **ARTICLE IX. CONFIDENTIALITY**

### **9.01 Requests for Public Information**

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

### **9.02 Consultant Disclosure**

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

### **9.03 Other Confidential Information**

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES**

**AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.**

## **ARTICLE X. DISPUTES AND REMEDIES**

### **10.01 Agreement of the Parties**

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

### **10.02 Operational Remedies**

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

### **10.03 Equitable Remedies**

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

### **10.04 Continuing Duty to Perform**

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

## **ARTICLE XI. DAMAGES**

### **11.01 Availability and Assessment**

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

### **11.02 Specific Items of Liability**

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.**

## ARTICLE XII. **TURNOVER**

### 12.01 **Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

### 12.02 **Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

## **ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS**

### **13.01 HHSC Additional Rights**

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

### **13.02 Third Party Software**

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

### **13.03 Software and Ownership Rights.**

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

## **ARTICLE XIV. MISCELLANEOUS PROVISIONS**

### **14.01 Ability to Perform**

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.



#### **14.02 Continuing Duty to Disclose**

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

#### **14.03 Conflicts of Interest**

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

#### **14.04 Flow Down Provisions**

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

#### **14.05 Recruitment Prohibition**

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

#### **14.06 Manufacturer's Warranties**

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

#### **14.07 Cooperation with HHSC Designees**

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

#### **14.08 Notice of Litigation or Contract Action**

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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# **Attachment G – State Assurances**

## State Assurances

(a) Scope. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds.

(1) A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(2) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(3) When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

(4) A subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Family and Protective Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

(5) Subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(6) The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(7) Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

# **Attachment H – Federal Assurances**



## ASSURANCES - NON-CONSTRUCTION PROGRAMS

**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to

all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

# **Attachment I – DUA**

**DATA USE AGREEMENT  
BETWEEN THE  
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE  
AND  
\_\_\_\_\_ (“CONTRACTOR”)**

This Data Use Agreement (“DUA”), effective as of the Base Contract (“Effective Date”), is entered into by and between the Texas Health and Human Services Enterprise agency \_\_\_\_\_ (“HHS”) and \_\_\_\_\_ (“CONTRACTOR”), and incorporated into the terms of HHS Contract No. \_\_\_\_\_, in Travis County, Texas (the “Base Contract”).

**ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE**

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. **45 CFR 164.504(e)(1)-(3)** This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

**ARTICLE 2. DEFINITIONS**

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“**Authorized Purpose**” means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

**“Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

**“Legally Authorized Representative”** of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

### **ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION**

#### **Section 3.01    *Obligations of CONTRACTOR***

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate



relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and **45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. **45 CFR 164.524 and 164.504(e)(2)(ii)(E)**

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F)**

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. **45 CFR 164.504(e)(2)**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and

administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(I)(A)**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at [infosecurity@hhsc.state.tx.us](mailto:infosecurity@hhsc.state.tx.us) the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)**

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. **45 CFR 164.308(a)(2)**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d)**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I)**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance

investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d)**

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

#### **ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS**

##### **Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414**

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). **45 CFR 164.404**

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after



Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and **IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.**

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410**

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414**

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as



otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

**Section 4.02**     ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530***

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

**Section 4.03**     ***Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

## ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

## ARTICLE 6. GENERAL PROVISIONS

### **Section 6.01 *Ownership of Confidential Information***

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

### **Section 6.02 *HHS Commitment and Obligations***

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

### **Section 6.03 *HHS Right to Inspection***

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

### **Section 6.04 *Term; Termination of DUA; Survival***

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

#### **Section 6.05    *Governing Law, Venue and Litigation***

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

#### **Section 6.06    *Injunctive Relief***

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

#### **Section 6.07    *Indemnification***

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

#### **Section 6.08    *Insurance***

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party

insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

**Section 6.09**    *Fees and Costs*

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

**Section 6.10**    *Entirety of the Contract*

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

**Section 6.11**    *Automatic Amendment and Interpretation*

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

**ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM**  
**HHS CONTRACT NUMBER \_\_\_\_\_**

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with \_\_\_\_\_  
(SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

**This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.**

**CONTRACTOR**

**SUBCONTRACTOR**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE** \_\_\_\_\_, **201** .

**DATE:** \_\_\_\_\_